



४७/३/९२

भारत का गज़ेट The Gazette of India

प्रधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. ४]

नई दिल्ली, शनिवार, जनवरी २५, १९९२/माघ ५, १९१३

No. 4]

NEW DELHI, SATURDAY, JANUARY 25, 1992/MAGHA 5, 1913

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि पहला संकलन के रूप में
रखा जा सके।

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड ३—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than
the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, १० दिसम्बर, १९९१

(स्टाम्प)

का. आ. २३७—भारतीय स्टाम्प अधिनियम, १८९९
(१८९९ का २) की धारा ९ की उप-धारा (१) के खण्ड (क)
द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार
एतद्वारा उस शुल्क को माफ करता है जो भारतीय
स्टेट बैंक द्वारा जारी किये जाने वाले “एन. प्रार. आई.
बाणि (द्वितीय शृंखला)” के रूप में वर्णित प्रोमेसरी नोट के
स्वरूप के बाणियों पर उक्त अधिनियम के अन्तर्गत प्रभार्य है।

[सं. 47/91-स्टाम्प-फा. सं. 33/80/90-वि. क.]

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 10th December, 1991

(STAMPS)

S.O. 237.—In exercise of the powers conferred by clause
(a) of sub-section (1) of section 9 of the Indian Stamp Act,

९१ GI/92—१

1899 (2 of 1899), the Central Government hereby remits the
duty with which the bonds in the nature of promissory
notes described as “NRI Bonds (Second Series)” to be issued
by the State Bank of India are chargeable under the said
Act.

[No. 47/91-Stamps/F. No. 33/80/90-ST]

आदेश

नई दिल्ली, १ जनवरी, १९९२

स्टाम्प

का. आ. २३८—भारतीय स्टाम्प अधिनियम, १८९९
(१८९९ का २) की धारा ९ की उपधारा (१) के खण्ड
(क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय
सरकार एतद्वारा उस शुल्क को माफ करती है जो
कर्नाटक राज्य वित्तीय निगम, बंगलौर, द्वारा जारी किये
जाने वाले आठ सौ पचास लाख रुपये मात्र के मूल्य के
11.5% कर्नाटक राज्य वित्तीय निगम वाणि २०१०
(२ शृंखला) (५०वां अंक) के रूप में वर्णित प्रोमेसरी नोट
के स्वरूप के बाणियों पर उक्त अधिनियम के अन्तर्गत
प्रभार्य है।

[सं. 1/91-स्टाम्प-फा. सं. 33/91/90-वि. क.]

(421)

ORDER

New Delhi, the 1st January, 1992

(STAMPS)

S.O. 238.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as 11.5% Karnataka State Financial Corporation Bonds 2010 (II Series) (50th Issue) of the value of rupees eight hundred twenty five lakhs only to be issued by the Karnataka State Financial Corporation, Bangalore are chargeable under the said Act.

[No. 192-Stamps/F. No. 33/91/90-ST]

आदेश

स्टाम्प

का.आ. 239—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एन्डड्वारा उस शुल्क को माफ करती है जो कर्नाटक राज्य वित्तीय निगम, बंगलौर द्वारा जारी किये जाने वाले मात्र सौ पचास लाख रुपये मात्र के मूल्य के 11.5% कर्नाटक राज्य वित्तीय निगम बाण्ड, 2011(बाबनवां अंक) के स्पष्ट में वर्णित प्रोमेसरी नोट के स्वात्त्व के बाण्डों पर उक्त अधिनियम के अन्तर्गत प्रभार्य है।

[सं. 3/92-स्टाम्प-फा.सं. 33/91/90-वि.क.]

ORDER

(STAMPS)

S.O. 239.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as 11.5% Karnataka State Financial Corporation Bonds 2011 (52nd Issue) of the value of rupees seven hundred fifteen lakhs only to be issued by the Karnataka State Financial Corporation, Bangalore are chargeable under the said Act.

[No. 3/92-Stamps/F. No. 33/91/90-ST.]

आदेश

स्टाम्प

का.आ. 240—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एन्डड्वारा उस शुल्क को माफ करती है जो कर्नाटक राज्य वित्तीय निगम बंगलौर द्वारा जारी किये जाने वाले दो हजार दो [सौ पचपन लाख रुपये मात्र] के मूल्य के 11.5% कर्नाटक गज्ज वित्तीय निगम बाण्ड 2010 (3 शुब्ला) (51 वां अंक) के स्पष्ट में वर्णित प्रोमेसरी नोट के स्वात्त्व के बाण्डों पर उक्त अधिनियम के अन्तर्गत प्रभार्य है।

[सं. 2/92-स्टाम्प-फा.सं. 33/91/90-वि.क.]

आत्मा राम, अवर सचिव

ORDER

(STAMPS)

S.O. 240.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as 11.5% Karnataka State Financial Corporation Bonds, 2010 (III Series) (51st Issue) of the value of rupees two thousand two hundred fifty five lakhs only to be issued by the Karnataka State Financial Corporation, Bangalore are chargeable under the said Act.

[No. 2/92-Stamps/F. No. 33/91/90-ST]

ATMA RAM, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 1 जनवरी, 1992

का.आ. 241—राष्ट्रीयकृत बैंक (प्रबंध तथा प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 9 के उपखण्ड (2) के साथ पठित खण्ड 3 के उपबंध (ग्र) के अनुसरण में, केंद्रीय सरकार एन्डड्वारा श्री रमिक गोखरा दास आचार्य, टंकक-मह-लिपिक, देना बैंक, अहमदाबाद को दिनांक 1 जनवरी, 1992 से 31 दिसम्बर, 1994 तक तीन वर्ष की अवधि के लिये या जब तक वे देना बैंक के एक कर्मचारी के स्पष्ट में अपनी सेवा छोड़ नहीं देते हैं, इनमें जो पहले हो, श्री सो.प. पाठक, जो भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की अधिसूचना सं.एफ. 15/5/82-प्राई.आर. दिनांक 22 अप्रैल, 1987 के अनुसरण में नियुक्त किये गये थे, वे स्थान पर, देना बैंक के निदेशक बोर्ड में निदेशक नियुक्त करती है।

[संख्या 15/5/91-प्राई.आर.]

सतपाल भाटिया, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 1st January, 1992

S.O. 241.—In pursuance of sub-clause (b) of Clause 3 read with sub-clause (2) of the Clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Rasik Gordhandas Acharya, Typist-cum-Clerk, Dena Bank, Ahmedabad as a Director on the Board of Directors of Dena Bank for a period of 3 years with effect from 1st January, 1992 to 31st December, 1994 or until he ceases to be an employee of Dena Bank, whichever is earlier vice Shri C. A. Pathak appointed vide Notification of Government of India, Ministry of Finance, Department of Economic Affairs (Banking Division), No. F. 15/5/82-JR dated 22nd April, 1987.

No. F. 15/5/91-I.R.]

S. P. BHATIA, Under Secy.

नई दिल्ली, 18 जनवरी 1992

का.आ. 242—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 9 के साथ पठित खण्ड 3 के उप खण्ड (ग) के अनुसरण में, केंद्रीय सरकार, भारतीय रिजर्व बैंक से सलाह करने के पश्चात्, एन्डड्वारा

श्री टी. कृष्णराज भट्ट मिडिल प्रबंधन ग्रेड (स्केल-II) के अधिकारी को, जो इस समय विजया बैंक के अंचल कार्यालय, बंगलौर में देनान हैं, 8 जनवरी, 1992 से 3 वर्ष की अवधि के लिये या जब तक वे विजया बैंक के एक अधिकारी अधिकारी के रूप में अपनी सेवा छोड़ नहीं देते हैं, इनमें से जो भी पहले हो, विजया बैंक के निदेशक मण्डल में निदेशक नियुक्त करती है।

[स. एफ 9/17/91-त्री.ओ.-I]

New Delhi, the 8th January, 1992

S.O. 242.—In pursuance of sub-clause (c) of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri T. Krishnaraj Bhat, an officer in the Middle Management Grade (Scale-II), presently posted in the Zonal Office, Vijaya Bank, Bangalore, as a Director on the Board of Vijaya Bank with effect from the 8th January, 1992, for a period of three years or until he ceases to be an officer of Vijaya Bank whichever is earlier.

[No. F. 9/17/91-BO.I]

का.आ. 243—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 9 के साथ पठित खण्ड 3 के उपखण्ड (ग) के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से मलाह करने के पश्चात, एतद्वारा, श्री बी.टी. रामाचन्द्र रेड्डी शाखा प्रबंधक, देना बैंक, जयनगर शाखा, बंगलौर को 8 जनवरी 1992 से तीन वर्ष की अवधि के लिये या जब तक वे देना बैंक के एक अधिकारी के रूप में अपनी सेवा छोड़ नहीं देते हैं, इनमें से जो भी पहले हो, देना बैंक के निदेशक मण्डल में निदेशक के रूप में नियुक्त करती है।

[स.एफ. 9/27/91-त्री.ओ.-I]

एम.एम. सीतारामन, अवर सचिव

S.O. 243.—In pursuance of sub-clause (c) of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India hereby appoints Shri B. T. Ramachandra Reddy, Branch Manager, Dena Bank, Jayanagar Branch, Bangalore, as a Director on the Board of Dena Bank with effect from the 8th January, 1992 for a period of three years or until he ceases to be an officer of Dena Bank, whichever is earlier.

[F No. 9/27/91-BO.I]

M. S. SEETHARAMAN, Under Secy.

कार्यालय, मुख्य आयकर आयुक्त

कलकत्ता, 2 दिसम्बर, 1991

का.आ. 244—पिछले सभी अधिसूचनाओं के अतिरिक्त, आयकर अधिनियम, 1961 की धारा 120 की उपधारा (1) और (2) द्वारा और इसकी ओर से प्रदान करने वाली अन्य शक्तियों का प्रयोग करने हुए, मैं, मुख्य आयकर आयुक्त, कलकत्ता, एतद्वारा निर्देश देता हूँ कि आयकर उपायुक्त रेज-21 कलकत्ता के प्रवीन सभी आयकर अधिकारी (स्त्री, क.क.) और महायक आयुक्त (स्त्री क.क.); जिला कलकत्ता, हावड़ा, उत्तर 24-परगना एवं दक्षिण 24-परगना, के निर्धारितियों के बारे में आ.आ. (स्त्री क.क.) और म.श्रा. (स्त्री क.क.) द्वारा की गई मांग के संबंध में, आयकर अधिनियम, 1961 के अध्याय 27 डी और अध्याय 21 के प्रावधानों के अधीन अपनी शक्तियों का प्रयोग करेंगे और कार्यों का निपादन करेंगे।

यह अधिसूचना दिनांक 9-12-1991 से प्रभावी होगी।

[संख्या-13/91-92]

जा. एन.आर. शिवस्वामी, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX

Calcutta, the 2nd December, 1991

S.O. 244.—In addition to all previous notifications in exercise of the powers conferred under sub-sections (1) and (2) of Section 120 of the Income Tax Act, 1961 and of all other powers enabling me in this behalf, I, the Chief Commissioner of Income Tax, Calcutta, hereby direct that all the Income Tax Officers (T.D.S.) and Assistant Commissioners (T.D.S.) under the control of the Deputy Commissioner of Income Tax, Range-21, Calcutta shall have power to exercise the powers and functions, under Chapter XVIIID and Chapter XXI of the Income Tax Act, 1961, in respect of demands raised by ITDs (TDS) and ACs (TDS) with regard to all assessees of Calcutta, Howrah, North 24-Parganas and South 24-Parganas Districts.

This Notification will come into effect from 9th December, 1991.

[No. 13/91-92]

DR. N. R. SIVASWAMY, Chief Commissioner of Income Tax

खाद्य और नागरिक पूर्ति मंत्रालय
 (नागरिक पूर्ति विभाग)
 भारतीय मानक ब्यूरो
 नई दिल्ली, 30 दिसम्बर, 1991

का.आ. 245.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1989 के विनियम 5 के उपविनियम (6) के अनुसरण में एतद्वारा अधिसूचित किया जाता है कि जिन प्रमाणन मुहर लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, उनकी ग्रवधि समाप्त हो गई है :

अनुसूची

क्र. सं.	लाइसेंस सं. (सीएम/एल-)	संस्था का नाम	लाइसेंस की स्वीकृति अधिसूचित करने वाले राजपत्र की का.आ. में तथा दिनांक	ग्रवधि ममानि की तिथि
(1)	(2)	(3)	(4)	(5)
1.	0072429	किसान इंजीनियरिंग वर्क्स प्रा. लि., 15 जी. टी. 226 : 1975 रोड, गाजियाबाद-201001		91-08-01
2.	0136934	वेस्टर्न इंडिया प्लाईवुड लि., मिल रोड, बालीपत्तम, काशीर-670010	709 : 1974	91-06-16
3.	0173435	फीब्रेन एंड कॉ. एस-32-33, हृष्टस्ट्रियल एरिया, जालंधर-144004	417(भाग 1) :	90-11-01
4.	0287955	पामासर लिस्टिनरिज़ लि., चिनावाडगी 583211, होमपेट जि. बेलेरी	5287 : 1989	91-09-01
5.	0532841	सिन्हार बीड़ी उद्योग लि., कांग्रेस हाउस, एम.जी. रोड पो. बा. नं. 142 बाशिक-422001	1925 : 1974	91-08-01
6.	0617041	सत्यकाम डीजल हंजन मैन्यु कॉ., लालजी टोला, पटना	10001 : 1981	91-06-01
7.	0634546	बेंकेश्वर एंग्रो केमिकल्स एंड मिनरल्स (पी) लि., 4323 : 1980 प्लाट 3-बी, (एन.पी.) इन्डस्ट्रियल एस्टेट अम्बातूर, मध्यास-600098		91-08-16
8.	0721844	दि.इंडिया जूट कॉ. लि., 16 स्ट्रेंड रोड, कलकत्ता-700001	2580 : 1982	91-09-16
9.	0851150	नार्थ बंगाल प्लाईवुड इंडस्ट्रीज, सेबोके रोड, (तरा मंजिल) डा. घ. एकलिया साल, सिलीगुड़ी, जिला जलपाईगढ़ी	10(भाग 2) : 1976	91-04-01
10.	0859974	पंचाल हंजी. वर्क्स, 30/31, जी. आई. टी. सी.एस्टेट, उधव रोड, अहमदाबाद-382415	5117 : 1969	90-10-01
11.	0881361	मैकनो प्लास्ट, 6, हीरा कंपाउंड, नवजीवन कालोनी के सामने, चेम्बूर, अम्बई-74	694 : 1977	91-08-01

(1)

(2)

(3)

(4)

12. 0888678	ग्रामा इंजीनियरिंग वक्रम, कश्मीर रोड, बटाला-143505	1729 : 1979	91-08-16
13. 0891465	स्टीलेज इंडस्ट्रीज लि., डा. घ. मधगांव, बम्बई-400010	2878 : 1986	91-09-01
14. 0895170	रिलाईंग जूट पांड इंडस्ट्रीज लि., 9, ब्रेबाने रोड, कलकत्ता-700001	3694 : 1966	91-08-16
15. 1058440	असम बंगाल वेनीर हाउंड. प्रा. लि., 9, कलाइव रा, कलकत्ता-700001	10(भाग 2) : 1976	91-03-16
16. 1076543	इंडो इंजीनियरिंग (कोटा) प्रा. लि., गुमानपुर, कोटा-342007	398(भाग 1) : 1976	91-01-01
17. 1107629	भारत पुलवराइंजिंग मिल्स प्रा. लि., “हैक्सामर हाउस” 1074, थिरुवितावुर हाउड रोड मद्रास-600019	9359 : 1980	91-08-16
18. 1159648	जैम प्राइवेट लि., 9, सानापुर रोड कलकत्ता-700088 पश्चिम बंगाल	493 (भाग 2) : 1981	84-02-16
19. 1183958	महाराष्ट्र प्रॅस्टेट्स प्रा. लि., 305-ए, ग्रीन स्ट्रीट, ओल्ड कस्टम हाउस के सामने, बम्बई-400001	1592 : 1989	90-05-16
20. 1215531	एडीबिल कैमीकल इंड. प्लाट नं. 4, रोड नं. 3 आई. डी. ए. बालानगर हैदराबाद-500037	2558 : 1974	91-07-31
21. 1216028	एडीबिल कैमीकल इंड. प्लाट नं. 4, रोड नं. 3 आई. डी. ए. बाला नगर हैदराबाद-500037	1695 : 1974	91-08-01
22. 1227841	इलाहबाद स्पन पाइप प्रा. लि., सी-32-33, इंडस्ट्रियल एस्टेट, नैनी, इलाहबाद	458 : 1988	91-08-16
23. 1229138	प्रीमियर चिक्कुट प्रा. लि., एम. वाई नं. 35, भट्टारहल्ली 9वां मील, पुराना मद्रास रोड, बंगलौर-560049	1011 : 1981	91-09-01
24. 1304328	स्टील अथारटी आफ इंडिया, राऊरकेला स्टील प्लांट, राऊरकेला	6220 : 1989	91-09-01
25. 1329142	रामपियारी स्पन पाइप इंडिया, जे-11/66 नई बस्ती, वाराणसी	458 : 1988	91-08-16
26. 1389665	स्टील अथारटी आफ इंडिया, राऊरकेला स्टील प्लांट, राऊरकेला	5986 : 1970	91-09-01

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27. 1437044	ग्राम इंडस्ट्रीज, ए-२४१, २४२ (बी)-६-८ रोड, विश्वकर्मा इंड. एरिया, जयपुर-३०२१०३	1977 : 1975	91-08-01
28. 1442845	कार्तिक टूल्स, ६५७/१, मरमिहमपट्टी ग्रा मेलूर नालुक, मदुरै जिला	2594 : 1977	91-08-16
29. 1502938	शालाजी विट्मेन, गुडाला पोवामपल्ली मण्डल, तालुक-रंगारेडी जिला	73 : 1961	90-01-31
30. 1549459	गिरीशचन्द्र एंड कॉ., द्वार्गा आयल मिल के पास, वेश्वनाथ, जामनगर	10325 : 1989	91-04-16
31. 1555959	टेक्नोजेनिक्स, १३-ए, दुर्गा चरन डॉक्टर रोड, कलकत्ता-७०००१४	5780 : 1980	91-05-01
32. 1605140	इंटरपैक कॉर्टेनर्स प्लाट नं. २, हलालुर आ. घ. नवापुर वैरागढ़ रोड, भोपाल - ४६२०३२	10840 : 1986	91-09-01
33. 1641245	रेडियन्ट इंजीनियरिंग इंड (प्रा) लि. राधा पार्क, विग्रालखमिटाला, बरहमपुर, २४ पश्चिम (प. बं.)	8598 : 1987	91-01-16
34. 1663457	कोयम्बत्तूर इलेक्ट्रिकल इकिवपमेंट प्रा लि., प्लाट नं. ५, इले. एंड इलेक्ट्रानिक्स इंडस्ट्रियल प्लेट, अवनाणी रोड, मिविल एयरोड्रोम पी. कोयम्बत्तूर-६४१०१४	4064 (भाग १) — 1978	91-01-16
35. 1687774	रशोंकी कांटोल केवल्स, नं. १५, सर्वोदय इंड. प्लेटे, महाकाली कैम्प के भास्ते, अंधेरी, बम्बई-४००९९३	1554 (भाग १) : 1988	91-09-16
36. 1688372	विनोद उद्योग प्रा. लि., ग्राम पंच डा. श्रनसानी, पी.एम. जगाचा, हावड़ा	651 : 1980	91-05-16
37. 1689778	वंगाळ लैम्प्स लि., पुराना मदाम रोड (२०वां किमी) वंगलौर-५६००४९	2418 (भाग १) : 1977	90-05-16
38. 1697878	पाइरो मार्टिकिक एन्टर प्राइजेज डी/८५, रेम कॉर्स, देहरादून	8808 : 1986	91-06-16
39. 1711543	जे. डी. जोन्स एंड कॉ. लि., ८ दमेश शेक लेन, शिवपुर, हावड़ा	4687 : 1980	91-07-16

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40. 1713749	जे. डी. जौन्म पंडि कं., लि., ४ दमेण शेक वेन शिवपुर, ढाबड़ा	9066 : 1979	91-07-16
41. 1727154	ममरकिंग प्रोटरप्राइजेज, ६१, मालीवाड़ा वस्तु मिनेमा रोड, गाँजियाबाद-201001	2312 : 1967	91-09-01
42. 1750649	के. पी. इंडस्ट्रीज, टो. नगर, मद्रास	2567 : 1978	91-07-01
43. 1809055	भूषण इलेक्ट्रिकल इंडस्ट्रीज, डब्लू-१९२, शली चन्द्रशेखर, बावरपुर, शहदरग दिल्ली-110032	694 : 1977	91-04-01
44. 1823958	बब्लभ पेस्टीसाइड्स मन्यु. कं., आनंद भोजिन रोड, पो. बा ३०, विठ्ठल उद्योग नगर, बब्लभ विद्या नगर-388121	2568 : 1978	91-05-16
45. 1827461	आई.डी.एस कैमिकल्स लि., प्लाट नं. ५३-५४, सो४ट ४, माहियाबाद इंडस्ट्रियल परिया, गाँजियाबाद	8887 : 1978	91-06-01
46. 1828968	श्याम इंजीनियरिंग इंडस्ट्रीज, प्लाट नं. १२०, बी, इंड. पार्कट पॉली ग्राउन्ड, इंदौर-452003	10325 : 1989	91-06-01
47. 1857268	तोशीशा होम एज्ञाइसेज, प्लाट नं. १२६, सेक्टर २५, फरीदाबाद-१२१००४	4246 : 1984	91-08-01
48. 1936870	एम. एल. इंडस्ट्रीज १३०४/१, जोआईडोर्मी फेज ४, नारोडा, अहमदाबाद	9283 : 1979	91-02-16
49. 1967982	श्रीजा पम्पम, ५/२३८, याडागम रोड जीमीटी पोस्ट कोयम्बत्तू-६-६४१०१३	9079 : 1989	91-05-01
50. 1987483	चौधरी स्टील्स पंड एनायज लि., ३२ क्षे. स्ट्रीट, न्यू रामखाना, बम्बई-४०००१०	1786 : 1985	91-06-16
51. 1997486	वग्नागोरे जूट फैक्ट्री कं. लि., ४, कनाइव रोड, कलकत्ता-७००००१	2566 : 1984	91-07-16
52. 1998185	वर्धमान केबल्स, ५६१, फैन्ड्रूस कालोनी, गली नं. ८, जी.टी. रोड, शहदरा, दिल्ली-११००३२	1554 (भाग १) : 1988	91-07-16
53. 2007630	रामकुमार एंड संस, १३२, कॉटन स्ट्रीट. कलकत्ता-७००००७	7406 (भाग १) : 1985	91-08-01

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54. 2009331	रामकुमार एंड संस, 133, कॉटन स्ट्रीट, कलकत्ता-700007	7406 (भाग 2) : 1984	91-08-01
55. 2011217	तमिलनाडू रोलिंग मिल्स प्रा. लि., 218 लिंगाही पेट्टी स्ट्रीट, मद्रास-600001	226 : 1975	91-08-16
56. 2024529	मोहन जूट बैग मैन्यू. कं. (रायपुर), 14 एंड 15 उर्ला इंड. प्लॉट, रायपुर (म. प्र.)	2580 : 1982	91-09-16
57. 2028941	ओमेगा फैब्रिक्स एंड न्यूट्रिग्लॅम (प्रा.) लि. प्लाट नं. 985, टोबोएम कालोनी, अन्ना नगर, बे स्टर्न एक्स्टेंशन मद्रास-600101	2052 : 1979	91-09-16
58. 2054740	मोनल प्लास्टिक इंडस्ट्रीज सी 1/बी, प्लाट नं. 158, जीआईडीसी एस्टेट बा घोर्णिया, जिला बड़ोदा	4985 : 1988	90-12-16
59. 2125131	गानको इंडस्ट्रीज, वी-50, नदभुवन इंडस्ट्रियल प्लॉट महाकाली केव्स रोड, अंधेरी (पू.) बम्बई-400093	996 : 1979	91-06-16
60. 2126234	आर. के. डिवाहम प्रा. लि., डा. घ. ब्रावम नं. 82, पटियाला-147001	1341 : 1981	91-06-16
61. 2133635	फेलकन इनेक्ट्रानिवम (प्रा) लि., खसरा नं. 358, ग्रा-ग्राली, मथुरा रोड डाकघर बद्रपुर नई दिल्ली-110044	894 : 1977	91-07-16
62. 2134738	माकरी इलेक्ट्रिकल्स इंडस्ट्रीज, प्रा. लि., बुंदायन, कोडुनांद तिरुवेला (केरल)-689615	3854 : 1988	91-07-16
63. 2136338	जय इलेक्ट्रिक इंडस्ट्रीज, यनिट नं. 24, ननन केमिकल कंपा उंड वेलभाट रोड, गोरिपांव (पू.) बम्बई-400062	1293 : 1988	91-08-16
64. 2138847	तीडर लैम्प एंड इलेक्ट्रिकल्स चिरवाला डाकघर विचूर-680321	418 : 1978	91-08-06
65. 2188951	तिहपति लैंसिनेटर्स 66/2 मालकिया स्कॉल रोड, हावड़ा-711106	7406 (भाग 1) : 1984	91-09-16

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66. 2153641

सूपिन एंग्रो कैरेकल्स (इंडिया),
प्रा. लि. 242/पी, जीआईडीसी
पनोली ज़िला-भरत

8708 : 1978

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[सं. के. प्र. वि. 13 : 14]

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

BUREAU OF INDIAN STANDARDS

New Delhi, the 30th December, 1991

NOTIFICATION

S.O. 245. In pursuance of Sub-regulation (6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, it is, hereby notified that the Certification Marks Licences, details of which are mentioned in the following Schedule, have expired :

SCHEUDLE

Sl. No.	Licence No.	Name of the Licensee	Number of the relevant Indian Standard	Date of expiry
(1)	(2)		(3)	(4)
1	0072429	Kisan Engineering Works Pvt. Ltd. 15, G.T. Road Ghaziabad 201001	IS 226 : 1975	91/08/01
2	0136934	Western India Plywoods Ltd. Hills Road, Baliapatam Cannanore 670010	IS 709 : 1974	91/06/16
3	0173435	Freewheel & Co. S-32-33, Industrial Area, Jalandhar 144004	IS 417(Part 1) : 19	9 0/11/01
4	0287955	Pampasar Distilleries Ltd. Chitwadgi 583211 Hospet, Distt. Bellary	IS 5287 : 1989	91/09/01
5	0532841	Sinnar Bidi Ydyog Ltd. Congress House M.G. Road P.B. No. 142 Bashik 422001	IS 1925 : .974	91/08/01
6	0617041	Satyakam Diesel Engine Mfg Co., Lalgi Tola, Patna	IS 10001 : 1981	91/06/01
7	0634546	Venkateswara Agro Chemicals & Minerals (P) Ltd. Plot 3-B, (N.P.) Indl. Estate. Ambattur Madras 600098.	IS 4323 : 1980	91/03/16
8	0721844	The India Jute Co. Ltd. 16, Strand Road, Calcutta 700001	IS 2580 : 1982	91/09/16

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9 0851150	North Bengal Plywood Industries Sevoke Road (3rd Mile) P.O. Ektia Sal, Siliguri Distt. Jalpaiguri	IS 10 (Part 2) : 1976	91/04/01
10 0859974	Panchal Engg. Works 30/31, G.I.D.C. Estate Odhav Road Ahmedabad 382415	IS 5117 : 1969	90/01/01
11 0881361	Mechno Plast 6, Heera Compound Opp. Navjivan Colony Chembur, Bombay 74	IS 694 : 1977	91/08/01
12 0888678	Rama Engineering Works Kashmir Road Batala 143505	IS 1729 : 1979	91/08/16
13 0891465	Steelage Industries Ltd. P.O. Mazagaon Bombay 400010	IS 2878 : 1986	91/09/01
14 0895170	Reliance Jute and Industries Ltd. 9, Brabourne Road Calcutta 700001	IS 3794 : 1966	91/08/16
15 1058440	Assam Bengal Veneer Ind. Pvt. Ltd. 9, Clive Road Calcutta 700001	IS 10 (Part 2) : 1976	91/03/16
16 1076543	Indo-Engineering (Kota) Pvt. Ltd. Gumanpura Kota 324007	IS 398 (Part 1) : 1976	91/01/01
17 1107629	Bkarat Pulverising Mills Pvt. Ltd. "Hexamar House" 1074, Thiruvottiyur High Road Madras 600019	IS 9359 : 1980	91/08/16
18 1159648	Jem Private Ltd. 9, Sonapur Road Calcutta 700088 West Bengal	IS 493 (Part 2) : 1981	84/82/16
19 1183948	Maharashtra Asbestoies Pvt. Ltd. 305-A, Green House Green Street Opp. Old Custom House Bombay 400001	IS 1592 : 1989	91/05/16
20 1215531	Edible Chemical Inds. Plot No. 4, Road No. 3 I.D.A. Balanagar Hyderabad 500037	IS 2558 : 1974	91/07/31
21 121628	Edible Chemical Inds. Plot No. 4, Road No. 3 I.D.A. Balanagar Hyderabad 500037	IS 1693 : 1974	91/08/01

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22 1227841	Allahabad Spun Pipe Pvt. Ltd. C-32-33, Industrial Estate Naini, Allahabad	IS 458 : 1988	91/08/16
23 1229138	Premier Biscuits Pvt. Ltd. Sy. N.o 35, Bhattarahalli 9th Mile Old Madras Road Bangalore 560049	IS 1011 : 1981	91/09/01
24 1304328	Steel Authority of India Rourkela Steel Plant Rourkela	IS 6240 : 1989	91/09/01
25 1329142	Ram-Pyari Spun Pipes India J-11/66, Nai Basti Ishwar-Gangi Varanasi	IS 458 : 1988	91/08/16
26 1389665	Steel Authority of India Rourkela Steel Plant Rourkela	IS 5986 : 1970	91/09/01
27 1437044	R.S. Industries A-241, 242 (B)-6-D Road Vishwarkarma Indl. Area Jaipur 302013	IS 1977 : 1975	91/08/01
28 1442845	Karthik Tools 657/1, Narsingampatti Village Melur Taluk Madurai District	IS 2394 : 1977	91/08/16
29 1502938	Balaji Bitumens Gundla Pochampalli Medical To. Ranga Reddy District	IS 73 - 1961	90/01/31
30 1549459	Girishchandra & Co. Nr. Durga Oil Mill Bedeshwar Jamnagar	IS 10325 : 1989	91/04/16
31 1555959	Technogenics 13A, Durga Charan Doctor Road Calcutta 700014	IS 5780 : 1980	91/05/01
32 1605140	Interpack Containers Plot No. 2 Halalpur P.O. Nayapura Bairagarh Road Bhopal 462032	IS 10340 : 1986	91/09/01
33. 1641245	Radiant Engineering Inds. (P) Ltd. Radha Park Bishalakhmitala Baruipur 24-Parganas (W.B.)	IS 8598 : 1987	91/11/16
34. 1663457	Coimbatore Electrical Equipment Pvt. Ltd. Plot 5 Elec. & Electronics Industrial Estate Avanashi Road Civil Aerodrome Post Coimbatore 641014	IS 4064 (Part 1) : 1978	91/23/16

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35. 1687774	Rashoki Control Cables No. 15, Sarvodaya Indl. Estate Opp. Mahakali Caves Road Andheri (East) Bombay 400093	IS 1554 (Part 1) : 1988	91/19/16
36. 1688372	Bendy Udyog Private Ltd. Vill. & P.O. Ansani P.S. Jagacha, Howrah	IS 651 : 1980	91/05/16
37. 1689778	Bengal Lamps Ltd. Old Madras Road (20th km) Bangalore 560049	IS 2418 (Part 1) : 1977	90/05/16
38. 1697878	Pyro Scientific Enterprises D/85, Race Course Dehradun	IS 8808 : 1986	91/06/16
39. 1711543	JD Jones & Co. Ltd. 8 Damesh Sheik Lane Shibpur Howrah 711109	IS 4687 : 1980	91/07/16
40. 1713749	JD Jones & Co. Ltd. 8 Damesh Sheik Lane Shibpur Howrah 711109	IS 9066 : 1979	91/07/16
41. 1727154	Summer-King Enterprises 61, Maliwara Vafsnt Cinema Road Ghaziabad 201001	IS 2312 : 1967	91/09/01
42. 1750649	K.P. Industries, T. Nagar, Madras	IS 2567 : 1978	91/07/01
43. 1809055	Bhushan Electrical Industries W-192, Gall Chander Shekhar Babarpur, Shahdara Delhi 110032	IS 694 : 1977	91/04/01
44. 1823958	Vallabh Pesticides Mfg. Co. Anand Sojitra Road Post Box 30 Vithal Udyognagar Vallabh Vidya Nagar 388121	IS 2568 : 1978	91/05/16
45. 1827461	IDL Chemicals Ltd. Plot No. D-53-54 Site 4 Sahibabad Industrial Area Ghaziabad (UP)	IS 8887 : 1978	91/06/01
46. 1828968	Shyam Engineering Industries 120-B, Indl. Estate Polyground Indore 452003	IS 10325 : 1989	91/06/01
47. 1857268	Toshiba Home Appliances Plot No. .26 Sector 25, Faridabad 121004	IS 4246 : 1984	91/08/01

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48. 1936870	S.L. Industries 1304/1 GIDC Phase IV Naroda Ahmedabad	IS 9283 : 1979	91/02/16
49. 1967982	Veza Pumps 5/238, Thadagam Rd, GCT Post Coimbatore 641013	IS 9079 : 1989	91/05/01
50. 1987483	Chaudhry Steel & Alloys Ltd. 32 quay Street New Darukhana Bombay 400010	IS 1786 : 1985	91/06/16
51. 1997486	Barnagore Jute Factory Co. Ltd. V, Clive Row Calcutta 700001	IS 2566 : 1984	91/07/16
52. 1998185	Vardhman Cables 561, Friends Colony Gali No. 8, G.I. Road Shahdara Delhi 110032	IS 1554 (Part 1) : 1988	91/07/16
53. 2007630	Ramkumar & Sons 133 Cotton Street Calcutta 700007	IS 7406 (Part 1) : 1984	91/08/01
54. 2009331	Ramkumar & Sons 133 Cotton Street Calcutta 700007	IS 7406 (Part 2) : 1984	91/08/01
55. 2011217	Tamilnadu Rolling Mills Pvt. Ltd. 218, Linghi Chetty Street Madras 600001	IS 226 : 1975	91/08/16
56. 2024529	Mohan Jute Bass Mfg Co. (Raipur) 14 & 15 Urla Indl Estate Raipur (M.P.)	IS 2380 : 1982	91/09/16
57. 2028941	Omega Foods & Nutrients (p) Ltd. Plot No. 985 TVS Colony Anna Nagar Western Extension Madras 600101	IS 2052 : 1979	91/09/16
58. 2054740	Sonal Plastic Industries C 1/B, Plot No. 158 GIDC Estate Waghodia Distt. Baroda	IS 4985 : 1988	90/12/16
59. 2125131	Shanco Industries B-50, Nandabhuwan Indl. Estate Mahakali Caves Road Andheri (East) Bombay 400093	IS 996 : 1979	91/06/16
60. 2126234	R.K. Devices Pvt. Ltd. P.O. Box No. 82 Patiala 147001	IS 1341 : 1981	91/06/16
61. 2133635	Falcon Electronics (P) Ltd. Khasra No. 358 Village Ali Mathura Road P.O. Badarpur New Delhi 110044	IS 694 : 1977	91/07/16

(1)	(2)	(3)	(4)
62. 2134738	Sakri Electrical Industries Pvt. Ltd., Vrindavanam, Kottanad, Tiruvalla (Kerala) 689615	IS 3854 : 1988	91/07/16
63. 2136338	Jay Electric Industries, Unit No. 24, Nutan Chemical Compound, Valbhat Road, Goregaon (E), Bombay 400062	IS 1293 : 1988	91/08/01
64. 2138847	Leader Lamps & Electricals, Cheruvalloor P.O., Trichur-680321	IS 418 : 1978	91/08/01
65. 2148951	Tirupati Laminators, 66/2 Salkia School Road Howrah 711106	IS 7406 (Part 1) : 1984	91/09/16
66. 2153641	Lupin Agro Chemicals (India) Pvt. Ltd., 242/P GIIDC, Panoli, Distt. Bharuch	IS 8708 : 1978	91/10/01

[No. CMD/13 : 14]

का.आ. 246.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के प्रत्युत्तरण में एतद्वारा अधिसूचित किया जाता है कि जिन प्रमाणन मुहर लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, उनकी अवधि समाप्त हो गई है :—

अनुसूची

क्र. सं.	लाइसेंस सं. (सीएम./एल.)	लाइसेंस स्वीकृति अधिसूचित करने वाले राजपत्र की का.आ.सं. तथा दिनांक	अवधि समाप्ति की तिथि
(1)	(2)	(3)	(4)
1. 0259950	बी.ए.एस. मैटल वर्क्स. प्लाट नं. सी-159 नारायणा एरिया, फेज-I, नई दिल्ली-110028	3564 : 1975	91/06/01
2. 0450637	कामवेनु पैस्टीसाइड्स, कृषि भवन, 1379, भवानी पेठ, पुणे-411002	7122 : 1984	91/09/01
3. 0472243	गाड़ी इंडस्ट्रीज, 2094-ई विक्रम नगर, कोल्हापुर	10001 : 1981	91/07/01
4. 0712944	अपर इंडिया स्टील मैन्यु. फैक्चरिंग एंड इंजी. कं. लि., धानधी इंडस्ट्रियल फोकल प्लाइट, पो.बा. नं. 119, लुधियाना-141001	3749 : 1978	91/08/01
5. 0784464	बर्लेप कामशियल (प्रा.) लि., 135, कैनिंग स्ट्रीट, কলকাতা-700001	7406 (भाग 1) : 1984	91/07/16

(1)	(2)	(3)	(4)
6. 0955465	यूनियन पैस्टीसाइड्स श्रीराम नगर, विविशा	562 : 1978	91/08/01
7. 0988682	किलबेस्ट प्रा.लि., 7-सी इंडस्ट्रियल एरिया, गोविन्द नगर, भोपाल, 462023	7121 : 1973	91/07/16
8. 1014521	लूना निट्स, 2 बंकालथाटम, कामराज रोड, बेन्नामपलायम, तिरुपुर-638604	4964 : 1980	90/17/16
9. 1044429	हिलजर्स लि., चार्टेंड बानू बिल्डिंग, कलकत्ता-700001	1322 : 1982	91/03/16
10. 1053430	प्लाईवुड बंगाल, धृपगुड़ी बैटागुड़ी जिला-जलपाईगुड़ी	10 (भाग 2) : 1976	91/03/16
11. 1071129	सुम्ब्रा एंड सुदर्शन, 147, इडस्ट्रियल एरिया, पो०बा० 629, चंडीगढ़-160002	4246 : 1984	91/04/16
12. 1160532	प्रवर्तक जूट मिल्स लि., 5 स्पानगौरी स्ट्रीट, कलकत्ता-700001	2580 : 1982	91/02/16
13. 1169045	निव्यानन्द इंडस्ट्रियल कारपोरेशन नूनमती, गुवाहाटी-781020	4654 : 1974	86/03/16
14. 1242635	गोलडन स्पोर्ट्स, डब्ल्यू एक्स 53 बस्ती नाऊ, जालंधर-144002	417 (भाग 2) : 19	90/10/16
15. 1248950	अष्टोलक्ष्मी टैक्सटाइल्स सप्लायर्स, 234, लिच्छी रोड, सुलूर पोस्ट, कोयम्बत्तूर-641402	1718 : 1988	91/12/01
16. 1264039	रासी निट्स, 2/7 कांगूनगर, मेन रोड, तिरुपुर-638602	4964 : 1980	91/01/16
17. 1294553	जयथी बुड़ प्रोडक्ट्स, डा. रूपाई साइडिंग, झुमन्धुमा, जिला-डिक्षगढ़, आसाम	10 (भाग 2) : 1976	91/01/01
18. 1314634	कोयम्बत्तूर प्रीमियर कारपोरेशन प्रा. लि., 268, अविनाशी रोड, कोयम्बत्तूर-641018	6595 : 1980	91/06/16
19. 1317741	मैटाडोर फोम, 11 ए/236, अशोक नगर, कानपुर-208012	1741 : 1960	91/06/16

(1)	(2)	(3)	(4)
20. 1324233	मारबल इंजीनियरिंग इंडस्ट्रीज, अम्मानकुलम रोड, पी एन पश्चायम, कोयम्बतूर-641037	6595 : 1988	91/07/16
21. 1361946	कामधेनु पैस्टीसाइड्स, कृषि भवन, 1379, भवानी पेठ, पुणे-411007	1507 : 1977	91/09/01
22. 1407439	प्रकाश पुलवराइंजिंग मिल्स, पुराना इंडस्ट्रियल एरिया, (रेलवे गुद्स.गेड के सामने) पो.बा. नं. 20, अलवर-301001	3903 : 1984	91/07/01
23. 1428144	श्री एस वाई इंजी. वर्क्स, जी.टी. रोड, फगवाडा-144401	1726 (भाग 2) : 1974	91/07/01
24. 1429853	श्री.एस.वाई. इंजी. वर्क्स, जो०टा० रोड, फगवाडा-144401	1726(भाग 7/अन्. 2) 1974	91/07/01
25. 1433440	स्वाति कैमीकल्स प्रा.लि., नं. 66, माउन्ट पूनामैल्ली रोड, मानपक्कम ग्राम, श्रीपेरेम्पुदुर तालुक, चेलगपट्टु	8249 : 1976	91/07/16
26. 1531844	कामधेनु पैस्टीसाइड्स, कृषि भवन, 1379 भवानी पेठ, पुणे-41002	2569 : 1978	91/09/01
27. 1572656	प्रबोंण प्लास्टिक इंडस्ट्रीज, 28, जे.एन. मुखर्जी रोड, भंडाघाट, हावडा	10840 : 1986	91/06/16
28. 1581253	प्रकाश स्पन पाइप्स, ग्राम-हाशिमपुर, आ. महरूपुर जौनपुर	458 : 1988	91/07/16
29. 1584865	एबरेस्ट सिलिंडर्स प्रा. लि., आ.—सीलकुई, जिला-देहरादून उत्तर प्रदेश	3196 : 1982	91/07/16
30. 1611640	लक्ष्मी टिन वर्क्स ओ/एस माजीवाडी गेट, प्लाट नं. 159/60, जूनागढ़-362001	10325 : 1989	90/10/16
31. 1626451	एशिएटिक प्लास्टिक्यूम, जालान ट्रस्ट कंपाउन्ड, 220, नासकारपाडा रोड, हावडा	10840 : 1986	90/12/01
32. 1705952	निमी कैम्स,-8-9-32 दूसरी लाइन, नेहरू नगर, गुंटूर-522001	7884 : 1978	91/07/03

(1)	(2)	(3)	(4)
33. 1723752	यूनीकोल पेस्टीसाइड्स (प्रा.) लि., 17/1, बी एंड सी इंड. एस्टेट, विविशा	562 : 1978	91/08/16
34. 1761154	कोको गारमेन्ट्स, 11-ए. एलीमन्ट्री स्कूल, दूसरी स्ट्रीट, कार्लवमपलायम, तिरुपुर-638604	4964 : 1980	88/12/01
35. 1784873	कर्नाटक आयल रिफाइनरीज, शामपुर रोड, अशोक नगर एक्सटेंशन, के. जी. हल्ली, अरेबिक कालिज पोस्ट, बंगलौर	2664 : 1980	91/01/31
36. 1792165	लुईट एशियन प्लास्टिक प्रा.लि., बोंडा नारंगी गुवाहाटी-781026	4985 : 1988	91/02/16
37. 1804045	ए.बी.एम. कैमोक्लस, 98, इंडस्ट्रियल एस्ट्रिया, फेज-2, चंडीगढ़-160002	7532 : 1974	91/03/16
38. 1829667	फलकस्ता स्पन पाइप्स एंड इंड. डा. जुबेरिया ग्रा.-मुहगाचा 24 परगना	458 : 1988	91/06/01
39. 1833658	राजस्थान वैक्स प्रोडक्ट्स इंडस्ट्री (रजि.) शी-17 मीरा भार्ग, बेनीपार्क, जयपुर-6	1746 : 1985	91/06/01
40. 1951155	श्रीराम रेफिलरेशन इंडस्ट्रीज लि., बालानगर, टाउनशिप, हैदराबाद-500037	11170 : 1895	91/08/01
41. 1852056	हेमा पेस्टीसाइड्स, विजरोल रोड, (रेलवे अस्थिग के पास) बड़ौत, जिला—मेरठ	1307 : 1988	91/08/01
42. 1861663	श्री ग्रानन्द एंड्रोइंज, नोधा वैट्रोल पम्प के पास, ग्रासिन्हाशा, धार रोड, इंदौर	9020: 1979	91/08/16
43. 1895579	वैक्सपाल इंडस्ट्रीज लि., मित्रहाउस, 71 गणेश चन्द्र एवेन्यू, कलकत्ता-700013	719 : 1974	90-11-01
44. 1986491	इम्पीरियल लैमिनेट्स, 125 काटनस्ट्रीट, कलकत्ता-700007	7406 (भाग 1) : 1984	91-06-16

(1)	(2)	(3)	(4)
45. 1986883	कलकत्ता फैक्रिकेटर्स, 2 मिलान तरणि, पारनशी कलकत्ता-700060	7406 (भाग 2) : 1984	91-06-16
46. 1998690	बंगाल ट्रूल्स लिमिटेड, दुर्गपुर जिला-वर्धमान, हसरे एवेन्यू, ग्रामीणाधपुर, प. बंगाल	8598 : 1987	91-07-16
47. 2002923	किसान एसो कैमीकल्स, पो.आ. नं. 248, कोट्ट रोड, मृगपक्ष नगर 251001	11997 : 1987	91-07-16
48. 2015528	कानपुर प्लास्टिपैक प्रा. लि. डी-19 पनकी इड. एरिया, कानपुर-208022	7406 (भाग 1) : 1984	91-08-16
49. 2015528	कानपुर प्लास्टिपैक प्रा. लि. डी-19 पनकी इड. एरिया, कानपुर-208022	7406 (भाग 1) : 1984	91-08-16
50. 2015629	इडियन कोटिंग एंड लेमिनेटिंग कारखो., 31 फैक्ट्री एरिया, कानपुर-208012	7406 (भाग 2) : 1984	91-08-16
51. 2103525	केरल सिरे मिक्स लि. (कोओलिन हिवीजन) पो.आ. नं. 2, कुडारा, किल्लौन 691501	505 : 1978	91-04-16
52. 2108535	निमी कैम्स, 8-9-32, दूसरी लेन, नेहरू नगर, गुंटूर-522001	4956 : 1977	91-04,16
53. 2111322	के.सी. एण्ड कं. जालोरी गेट के बाहर, जोधपुर	3315 : 1974	91-05-01
54. 2114429	ए.के. एन्टरप्राइजेज, 507/50 जैसोर रोड, कलकत्ता-700074	5490 (भाग 1) : 1977	91/05/16
55. 2118942	मेहतपुर पैकेजिंग प्रा.लि. 128, इड. एरिया, मेहतपुर 128, इड. एरिया, मेहतपुर जिला—उना (हि.प्र.)	7406 (भाग 1) : 1984	91/06/16
56. 2123228	गेंजेस वाटर प्रूफ बक्से (प्रा.) लि., 14, बेचूलाल रोड, कलकत्ता-700014	7406 (भाग 2) : 1984	91/06/16
57. 2123329	गेंजिस वाटर प्रूफ बक्से (प्रा.) लि. 14 बेचूलाल रोड, कलकत्ता-700014	7406 (भाग 1) : 1984	91/06/16
58. 2130225	चन्द्र नगर कैमीकल्स एंड मिनरल्स (प्रा.) लि.,, चन्द्र नगर ग्राम—सिलोकरा, गुडगांव-122001	1965 : 1972	91/07/01

S.O. 246.—In pursuance of Sub-regulation (6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, it is, hereby notified that the Certification Marks Licences, details of which are mentioned in the following Schedule, have expired :

SCHEDULE

Sl. No.	Licence No.	Name of the licensee	Number of the relevant Indian Standard	Date of expiry
1	2		3	4
1.	0259950	B.A.S. Metal Works Plot No. C-159 Naraina Industrial Area, Phase I New Delhi-110028.	IS 3564 : 1975	91-06-01
2.	0450637	Kamdhenu Pesticides Krishi Bhavan 1379, Bhawani Peth Poona-411002.	IS 7122 : 1984	91-09-01
3.	0472243	Gadre Industries 2094-E, Vikram Nagar, Kolhapur.	I : 10001 : 1981	91-07-01
4.	0712944	Upper India Steel Manufacturing & Engg. Co. Ltd. Dhandri Industrial Focal Point P.O. Box No. 119 Ludhiana-141010.	IS : 3749 : 1978	91-08-01
5.	0784464	Burlap Commercial (P) Ltd. 135, Canning St. Calcutta-700001.	IS : 7406 (Part 1) : 1984	91-07-16
6.	0955465	Union Pesticides Shri Ram Nagar, Vidisha.	IS : 562 : 1978	91-09-01
7.	0988682	Kilpest Pvt. Ltd. 7-C, Industrial Area, Govind Pura Bhopal-462023.	IS : 7121 : 1978	91-07-16
8.	1014521	Luna Knitters 2, Vaikalthattam Kamaraj Road, Thennampalayam Tirupur-638604.	IS : 4964 : 1980	90-12-16
9.	1044409	Heilgers Ltd. Chartered Banu Building Calcutta-700001.	IS : 1322 : 1982	91-03-16
10.	1053430	Plywood Bengal Dhupguri, Baitaguri Distt. Jalpaiguri.	IS : 10 (Part 2) : 1976	91-03-16
11.	1071129	Sundra & Sudarshan 147, Industrial Area Post Box 629 Chandigarh-160002.	IS : 4246 : 1984	91-04-16
12.	1160532	Prabartak Jute Mills Ltd. 5, Syanagouge Street Calcutta-700001.	IS : 2580 : 1982	91-02-16

1	2	3	4
13. 1169045	Nityananda Industrial Corporation Noonmati, Gauhati-781020.	IS : 4654 : 1974	86-03-16
14. 1242635	Golden Sports WX 53, Basti Nau Jalandhar-144002.	IS : 417 (Part 2) : 19	90-10-16
15. 1249950	Astalakshmi Textile Supplies 234, Trichy Road, Suler Post Coimbatore-416402.	IS : 1718 : 1988	90-12-01
16. 1264039	Rasi Knitters 2/7, Kongu Nagar Main Road Tirupur-638602.	IS : 4964 : 1980	91-01-16
17. 1294553	Jayashree Wood Products P.O. Rupai Siding Doom-Dooma Distt. Dibrugarh. Assam.	IS : 10 (Part 2) : 1976	91-04-01
18. 1314634	Coimbatore Premier Corp. Pvt. Ltd. 262, Avanashi Road, Coimbatore-641018.	IS : 6595 : 1980	91-06-16
19. 1317741	Matador Foam 11A/236 Ashok Nagar. Kanpur-208012.	IS : 1741 : 1960	91-06-16
20. 1324233	Marvel Engineering Industries 4/23, Amman-Kulam Road, P.N. Palayam, Coimbatore-641037.	IS 6595 : 1980	91-07-16
21. 1361946	Kamdhenu Pesticides Krishi Bhavan 1379, Bhawani Peth Poona-411002.	IS 1507 : 1977	91-09-01
22. 1407439	Prakash Pulvasing Mills 1, Old Industrial Area (Opp. Railway Goods Shed P.B. No. 20 Alwar-301001	IS 3903 : 1984	91-07-01
23. 1428144	B.S.Y. Engg. Works G.T. Road, Phagwara-144401	IS : 1726 (Part 2) : 1974	91-07-01
24. 1429853	B.S.Y. Engg. Works G.T. Road, Phagwara-144401	IS 1726 (Part 7/Sec. 2) 1974	91-07-01
25. 1433440	Swathy Chemicals Pvt. Ltd. No. 66, Mount Poonamallee Road Manapakkam Village Sriperumbudur Taluk, Chinslaput Dt.	IS 8249 : 1976	91-07-16
26. 1531844	Kamdhenu Pesticides Krishi Bhavan 1379, Bhawani Peth, Poona-411002	IS 2569 : 1978	91-09-01
27. 1572656	Praveen Plastic Industries 28, J.N. Mukherjee Road Bandhaghhat, Howrah-6	IS 10840 : 1986	91-06-16
28. 1581253	Prakash Spun Pipes Village Hisampur P O. Mahroopu, Jaunpur	IS 458 : 1988	91-07-16

1	2	3	4
29. 1584865	Everest Cylinders Pvt. Ltd. Village Selakui Distt. Debradun, U.P.	IS : 3196 : 1982	91-07-16
30. 1611640	Laxmi Tin Works O/S Majewadi Gate Plot No. 159/60 Junagarh 362001.	IS 10325 : 1989	90-10-16
31. 1626451	Asiatic Plastiques Seth Sooragmall Jalan Trust Compound 220, Naskarpara Road, Howrah	IS 10840 : 1986	90-12-01
32. 1705952	Nimi Chems 8-9-32, 2nd Line Nehru Nagar Guntur-522001	IS : 7884 : 1978	91-07-01
33. 1723752	Unikil Pesticides (P) Limited 17/1, B & C, Indl. Estate Vidisha	IS : 562 : 1978	91-08-16
34. 1761154	Coco Garments 11-A(1), Elementary School Second Street, Karuvam Palayam Tirupur-638604	IS : 4964 : 1980	88-12-01
35. 1784873	Karnataka Oil Refineries Shampur Road, Ashok Nagar Extension K.G. Halli Arabic College Post Bangalore	IS : 2664 : 1980	91-01-31
36. 1792165	Luit Asian Plastics Pvt. Ltd Bonda Narangi Guwahati-781026	IS : 4985 : 1988	91-02-16
37. 1804045	AVM Chemicals 98, Industrial Area, Phase II Chandigarh-160002.	IS : 7532 : 1974	91-03-16
38. 1829667	Calcutta Spun Pipes and Inds. P.O. Jugberia Vill. Muragacha 24-Parganas.	IS : 458 : 1988	91-06-01
39. 1833658	Rajasthan Wax Products Industry (Regd.) D-17, Meera Marg Bani Park, Jaipur-6	IS : 1746 : 1985	91-06-01
40. 1851155	Shriram Refrigeration Industries Ltd. Balanagar Township Hyderabad-500037	IS : 11170 : 1985	91-08-01
41. 1852056	Heema Pesticides Bijrol Road (Near Railway Crossing) Baraut Distt. Meerut.	IS : 1307 : 1988	91-08-01
42. 1861663	Shri Anand Agro Industries Near Lodha Petrol Pump Village Sinhasa, Dhar Road Indore.	IS : 9020 : 1979	91-08-16

1	2	3	4
43. 1895579	Waxpal Industries Ltd. 9, Mitter House 71, Ganesh Chandra Avenue Calcutta-700013.	IS 719 : 1974	90-11-01
44. 1986481	Imperial Laminators 125 Cotton Street Calcutta-700007.	IS : 7406 (Part 1) : 1984	91-06-16
45. 1986683	2, Calcutta Fabricators 2-Milan Sarani Parnasree Calcutta-700060.	IS : 7406 (Part 2) : 1984	91-06-16
46. 1998690	Bengal Tools Limited Durgapur 1 Distt. Burdwan Hasser Avenue, Gopinathpur W. Bengal.	IS : 8598 : 1987	91-07-16
47. 2002923	Kissan Agro Chemicals P.B. No. 248, Court Road Muzaffarnagar-251001.	IS : 11997 : 1987	91-07-16
48. 2015528	Kanpur Plastipack Pvt. Ltd. D-19, Panki Indl. Area Kanpur-208022.	IS : 7406 (Part 1) : 1984	91-08-16
49. 2015528	Kanpur Plastipack Pvt. Ltd. D-19, Panki Indl. Area Kanpur-208022.	IS : 7406 (Part 1) : 1984	91-08-16
50. 2015629	Indian Coating & Laminating Corp. 31, Factory Area Kanpur 208012.	IS : 7406 (Part 2) : 1984	91-08-16
51. 2103525	The Kerala Ceramics Ltd. (Kaolin Division) Post Box No. 2 Kundara Quilon-691501.	IS : 505 : 1978	91-04-16
52. 2108535	Nimi Chems 8-9-32, 2nd Line Nehru Nagar, Guntur-522001.	IS : 4956 : 1977	91-04-16
53. 2111322	Kay Cee & Co. Outside Jalori Gate Jodhpur.	IS : 3315 : 1974	91-05-01
54. 2114429	A.K. Enterprises 507/50 Jessor Road Cal- utta-700074.	IS 5490 (Part 1) : 1977	91-05-16
55. 2118942	Mehatpur Pacakases Pt. Ltd. 128 Indl Area Mehatpur Distt Una (HP).	IS 7496 (Part 1) : 1984	91-06-01
56. 2123228	Ganges Waterproof Works (P) Ltd. 14, Bechulal Road. Calcutta-700014.	IS 7406 (Part 2) : 1986	91-06-16
57. 2123329	Ganges Waterproof Works (P) Ltd. 14, Bechulal Road, Calcutta-700014.	IS : 7406 (Part 1) : 1984	91-06-16

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58. 2130225	Chander Nagar Chemicals & Minerals (P) Ltd. Chander Nagar Village Silokra Gurgaon-122001	IS 1965 : 1972	91-07-01
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[No. CMD/13 : 14]

का.आ। 247 :— भारतीय मानक व्युत्ति नियम, 1987 के नियम 7 के उपनियम (1) के खंड 'ख' के अनुसरण में भारतीय मानक व्युत्ति एतद्वारा अधिसूचित करता है कि नोचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया है/किये गये हैं।

अनुसूची

क्र.सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लाग् होने की तारीख
(1)	(2)	(3)	(4)
1.	आई एस : 179—1977	संशोधन सं. 3 फरवरी 1991	1991-02-28
2.	आई एस : 549—1974	, " 4, जनवरी 1991	1991-01-31
3.	आई एस : 1203—1978	, " 3, अप्रैल 1991	1991-04-20
4.	आई एस : 4046 (भाग 2)—1981	, " 1 अप्रैल, 1991	1991-04-30
5.	आई एस : 5630—1970	, " 1, जनवरी 1991	1991-01-31
6.	आई एस : 6203—1984	, " 3 अगस्त 1991	1991-08-31
7.	आई एस : 7218—1974	, " 4, जनवरी 1991	1991-01-31
8.	आई एस : 7218—1974	, " 5, अगस्त 1991	1991-08-31
9.	आई एस : 7253—1974	, " 3, जनवरी 1991	1991-01-31
10.	आई एस : 7253—1974	, " 4, अगस्त 1991	1991-08-31
11.	आई एस : 9389 (भाग 1)—1979	, " 1, जनवरी 1991	1991-01-31
12.	आई एस : 1694 (भाग 2)—1980	, " 1, जनवरी 1991	1991-01-31
13.	आई एस : 11934—1987	, " 1, जनवरी 1991	1991-01-31
14.	आई एस : 1936—1987	, " 1, अप्रैल 1991	1991-04-30
15.	आई एस : 11937—1987	, " 1, जनवरी 1991	1991-01-31
16.	आई एस : 12592 (भाग 1)—1988	, " 1, नवम्बर 1990	1990-11-30

इन मानकों की प्रतियां भारतीय मानक व्युत्ति, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली-110002 श्रीर क्षेत्रीय कार्यालयों कलकत्ता, बम्बई, मद्रास और चंडीगढ़ तथा शाखा कार्यालयों बंगलोर, भोपाल, भुवनेश्वर, कोयम्बत्तर, कपीटाटावाड, गाजियाबाद, गुबाहाटी, हैदराबाद, जयपुर, कानपुर, लखनऊ, पटना और त्रिवेन्द्रम में बिक्री के लिए उपलब्ध हैं।

[सं. के. प्रवि/13:5]
एम. श्रो निवासन, अपर महा निदेशक

S.O. 247.—In pursuance of clause (b) of Sub Rule (1) of Rule 7 of Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed has/have been issued.

SCHEDULE

Sl. No. and year of the Indian Standard No. amendment		No. and date of the amendment	Date from which the amendment shall have effect
1	2	3	4
1. IS : 179—1977		Amdt No. 3, Feb 1991	1991-02-28
2. IS : 549—1974		Amdt No. 4, Jan 1991	1991-01-31
3. IS : 1203—1978		Amdt No. 3, April 1991	1991-04-30
4. IS : 4046 (Part 1)—1981		Amdt No. 1, April 1991	1991-04-30
5. IS : 5630—1970		Amdt No. 1, Jan 1991	1991-01-31
6. IS : 6303—1984		Amdt No. 3, Aug 1991	1991-08-31
7. IS : 7218—1974		Amdt No. 4, Jan 1991	1991-01-31
8. IS : 7218—1974		Amdt No. 5, Aug 1991	1991-08-31
9. IS : 7253—1974		Amdt No. 3, Jan 1991	1991-01-31
10. IS : 7253—1974		Amdt No. 4, Aug 1991	1991-08-31
11. IS : 9389 (Part 1)—1979		Amdt No. 1, Jan 1991	1991-01-31
12. IS : 9694 (Part 2)—1980		Amdt No. 1, Jan 1991	1991-01-31
13. IS : 11934—1987		Amdt No. 1, Jan 1991	1991-01-31
14. IS : 11936—1987		Amdt No. 1, April 1991	1991-04-30
15. IS : 11937—1987		Amdt No. 1, Jan 1991	1991-01-31
16. IS : 12592 (Part 1)—1988		Amdt No. 1, Nov 1990	1990-11-30

Copies of these Amendments are available for sale with the Bureau of Indian Standard, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: Bombay, Calcutta, Chandigarh, and Madras and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Guwahati, Hyderabad, Jaipur, Patna and Trivandrum.

[No. CMD/13 : 5]

M. SRINIVASAN, Addl. Director General

नागरिक पूर्ति और सार्वजनिक वितरण

मंत्रालय

नई दिल्ली, 3 जनवरी, 1992

का.आ. 248.—अग्रिम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 3 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री एम.पी. रेणे, निवेशक (वस्तुएं) को 29 नवम्बर, 1991 (अपराह्न) से 16 दिसम्बर, 1991 (पूर्वाह्न) तक प्रयोग को सदस्य शोभती विमता कुमार की छुट्टी के द्वारान उनके मौजूदा कार्यों के अतिरिक्त वायद, बाजार आयोग, बम्बई के सदस्य के रूप में नियुक्त करती है।

[मि.सं. ए-17011/1/88-प्रश्ना-II]

भरत प्रषाद, अवर सचिव

MINISTRY OF CIVIL SUPPLIES & PUBLIC DISTRIBUTION

New Delhi, the 3rd January, 1992

S.O. 248.—In exercise of the powers conferred by Sub-section (2) of Section 3 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), the Central Government hereby appoints Shri M. P. Rego, Director (Commodities) as a Member of the Forward Markets Commission, Bombay, vice Smt. Vimla Kumar, Member, during her leave period from 29th November, 1991 (AN) to 16th December, 1991 (FN) in addition to his present duties.

[File No. A-17011/1/88-Estt.II]

BHARAT PRASAD, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 2 जनवरी, 1992

का.आ. 249.—केन्द्रीय सरकार, राजभाषा (संघ के गासकीय प्रयोजनों के लिये प्रयोग) नियम 10 के उपनियम (4) के प्रनुसरण में सूचना और प्रसारण

मंत्रालय के निम्नलिखित कार्यालय को, जिनके कर्मचारी-
बृन्द ने हिंदी का कार्यालयक ज्ञान प्राप्त कर लिया है,
अधिसूचित करती है :—

केन्द्रीय कार्यक्रम निर्माण बैंड,
दूरदर्शन, खेलगांव, नई दिल्ली-4

[संख्या E-11011/37/91-हिंदी]

जगदीश मंठ, निदेशक (राजमार्ग)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 2nd January, 1992

S.O. 249.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify the following office of the Ministry of Information and Broadcasting, the Staff whereof have acquired the working knowledge of Hindi :—

Central Production Centre,
Doordarshan, Khel Gaon,
New Delhi.

[No. E-11011/37/91-Hindi]
JAGDISH SETH, Director ((O.L.)

जन-भूतल परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 8 जनवरी, 1992

का.आ. 250—वाणिज्य नौवहन प्रविनियम 1958
(1958 का 44) की धारा 361 द्वारा प्रदत्त शक्तियों
का प्रयोग करते हुए, बैंद्र सरकार एन्ड्रोरा उक्त
प्रविनियम के भाग के इन 22-7-90 को जन और
नौकाओं को दृष्टि हाते, तथा कोचीन पत्तन में कोचीन
आयल टर्मिनल में अथवा आसपास लगी थाग जो कथित
तौर पर एण्ड टी रादामाई नौरोजी, (भारतीय नौवहन
निगम का भारतीय ज़श्न) द्वारा निये गये प्रदूषण के
कारण लगी, की औपचारिक जाव-पड़ान करने के लिये
एन्नाकुलम के मुख्य न्यायिक समित्रों को जित प्रदान
करती है।

[का.सं. एस आर-12011/7/90-एमए]

मेरो पदमनाभाचार, अवर सचिव

MINISTRY OF SURFACE TRANSPORT

(Shipping Wing)

New Delhi, the 8th January, 1992

S.O. 250.—In exercise of the powers conferred by Section 361 of the Merchant Shipping Act, 1958 (44 of 1958) the Central Government hereby empowers the Chief Judicial Magistrate of Ernakulam to make a formal investigation under Part XII of the said Act into the loss of life and Boats and the cause of fire in or around the Cochin Oil Terminal in the Port of Cochin allegedly to have been caused due to pollution by M. J. Dadabhai Naoroji (an Indian Ship belonging to Shipping Corporation of India) on 22-7-1990.

[File No. SR-12011/7/90-MA]

K. PADMANABHACAR, Under Secy.

91 GI/92—4.

श्रम मंत्रालय

नई दिल्ली, 27 दिसम्बर, 1991

का.आ. 251—आंदोलिक विवाद प्रविनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ीदा के प्रबंधनतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिकरण सं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-91 को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 27th December, 1991

S.O. 251.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Bank of Baroda and their workmen, which was received by the Central Government, on the 26th December, 1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT BOMBAY

PRESENT:

Shri P. D. Apshankar, Presiding Officer.

Reference No. CGIT-2/47 of 1986

PARTIES:

Employers in relation to the management of Bank of Baroda,

AND

Their Workmen.

APPEARANCES:

For the Employer : 1. Shri K. T. Shah, Manager, Maroli Bazar Branch 2. Shri R. L. Thaker, Regional Manager.

For the Workmen : Shri A. N. Khatri, Representative.

INDUSTRY : Banking.

STATE : Gujarat.

Bombay, the 27th November, 1991

AWARD

The Central Government by their Order No. L-12012/295/85-D.II(A) dated 20-11-1986 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

“Whether the authorities of Bank of Baroda, Maroli Bazar Branch, are justified in terminating the services of Smt. Dahiben Narsingh with effect from 1-12-84? If not, to what relief is Smt. Dahiben Narsingh entitled?”

2. The case of the workman, i.e. lady Smt. Dahiben Narsingh, as disclosed from the statement of claim (Ex. W-2) filed by her in person, in short, is thus :—

The said lady was serving in the Bank of Baroda at Maroli Bazar Branch in Bulsar District for about 16 years prior to termination of her service, as a permanent part-time employee, and was working as a Sweeper. She was working honestly and sincerely. However, the Manager of the said branch of the Bank all of a sudden orally terminated her service from 1-12-1984. Thereafter she approached

the Branch Manager of the Bank, and requested for her reinstatement in service. However, the Bank did not consider her request. Hence, she approached the Assistant Labour Commissioner (C), Ahmedabad, through her Union in the matter. As the conciliation proceedings ended in failure, the Central Government made the reference, as above. According to the said lady, the action of the Bank management in terminating her services is illegal and invalid for the following reasons:

She was a permanent part-time employee of the Bank for 16 years prior to the termination of her service, and she was not a Job Worker. From 1-7-1983 her services were regularised by the Bank and she was getting 1/3 of the scale wages applicable to the full time worker. She was also allowed to contribute to the Provident Fund every month. She had never made any request to the management for the discontinuation of her service on account of her ill health. She was physically fit to discharge her duty efficiently. She had not attained the superannuation age. She had not affixed her thumb mark on any letter of resignation from the Bank's service. The handwriting of the resignation letter is not of any person known to her, and she had not asked any person to draft any such letter of resignation. The acceptance of the alleged letter of resignation by the Bank was never communicated to her in writing. The alleged letter of the resignation, and the letter of acceptance of resignation by the Bank have been prepared by the same person known to the Bank. An employee desirous of leaving service would himself resign from service, instead of requesting the management to discontinue his service. The services of the said lady were terminated by the Bank with a view to absorb another lady by name S. S. Halpati. The lady concerned i.e. Smt. Dahiben Narsinh is depending upon herself only for her maintenance, and as such, she would not have resigned from the Bank's service. The Bank has terminated her service, and it is not that she herself resigned from the Bank's service. The said lady therefore praved that this Tribunal should set aside the order of termination passed by the Bank, and should direct the Bank to reinstate her in service with full back wages of the post of permanent part-time Sweeper with continuity of service.

3. The Officer-in-Charge of the post of the Regional Manager of the Bank by his written statement (Ex. M-3) opposed the said claim of the lady Smt. Dahiben Narsinh, and in substance contended thus:—

She was a part-time job worker at the Maroli Bazar Branch of the Bank, and she was working as a Sweeper. Her services were regularised as a part-time employee w.e.f. 1-7-1983. Soon after her services were regularised, she was not keeping good health. She was constantly under medical treatment, as a result of which she was not in a position to devote her due attention and care to the work entrusted to her. Realising that she would not be in a position to continue in the service in view of her ill health, she by her letter of resignation dated 1-8-1984 informed the Bank that she was not keeping good health, that she was under the treatment of the Primary Health Centre at Maroli Bazar that she was an old lady aged about 61 years, and she would not like to continue any further in the service of the Bank. However, as a substitute was not readily available to take her place, the Bank requested her to continue in service for some period, and as soon as a substitute would be available, she was to be relieved from the Bank's service. Accordingly she was relieved from the Bank's service on 1st December, 1984, and the Bank on 15-12-1984 relieving her from service w.e.f. 1-12-1984. About a month thereafter, she approached the Branch Manager with a request to reinstate her in service. It seems that the said lady had again thought over her letter of resignation, and at the instance of some other persons, tried for her reinstatement in service. However, as she was relieved from service on her own request because of

her ill health, her request for reinstatement was not considered favourable by the Bank management. Thereafter she raised the industrial dispute before the Assistant Labour Commissioner (C), and as conciliation proceedings ended in failure, the Central Government made the reference as above.

4. The Bank management further contended thus:—

The contention of the said lady that she was a permanent part-time employee of the Bank is not true and correct. It is also not true that she was working sincerely and diligently. It is not true that the said lady was physically fit to discharge her duty efficiently. It is not true that her services were terminated with a view to absorb another lady by name Smt. S. S. Halpati. The lady in question is not entitled to reinstatement in service. Therefore the bank management lastly prayed for the rejection of the claim of that lady, and to uphold their action in terminating the services of that lady because of her resignation from the Bank's service.

5. The Issues framed at Ex. 7 are:—

- (1) Whether the worklady Smt. Dahiben Narsinh herself resigned her post by her letter dated 1-8-1984 or whether her services were terminated by the Bank by the letter dated 15-12-1984?
- (2) Whether the authorities of Bank of Baroda, Maroli Bazar Branch, are justified in terminating the services of Smt. Dahiben Narsinh with effect from 1-12-1984?
- (3) If not, to what relief is Smt. Dahiben Narsinh entitled?
- (4) What Award?

6. My findings on the said Issues are:—

- (1) Her services were terminated by the Bank.
- (2) No.
- (3) As per Award below.
- (4) As per below.

REASONS

Issue Nos. 1 and 2:

7. The lady concerned, viz., Smt. Dahiben Narsinh filed her affidavit in support of her case at Exh. W/16, and filed the affidavits of two more witnesses on her behalf, viz. Ashok N. Khatri, the Representative of the Bank of Baroda Employees' Union, and Amrutlal Patel, a Peon working in the Bank of Baroda at Maroli Bazar Branch. All these three witnesses were cross examined on behalf of the Bank management. No oral evidence was led on behalf of the Bank management.

8. The lady Smt. Dahiben in substance stated in her affidavit (Ex. W/16) thus:—

"She did not affix her thumb mark on the so-called resignation letter dated 1-8-1984 willingly with her consent and after understanding the contents thereof (As such that lady admitted the thumb mark on the alleged letter of resignation as hers). The contents of the alleged letter of resignation are false and fabricated. She was not under the medical treatment of Primary Health Centre, Maroli Bazar, as on 1-8-1984, and did not submit any medical certificate to the Manager of the Bank. The so-called letter of acceptance of the letter of resignation dated 15-12-1984 was never received by her from the Bank. As the service in the Bank was the only source of her income for her maintenance, it was not likely for her to tender her resignation after full understanding."

In her cross examination she stated that on the next day of Rakhi Poornima day she was told by the Bank not to attend for the work thenceforth. She further stated in her cross examination that she herself did not resign the post in the Bank, and that her services were terminated by the Bank by force. Therefore, in view of the case of the said lady that she did not voluntarily resign the service of the Bank and that a document was obtained from her in that

respect only with her thumb mark thereon, and in view of the evidence of that lady to that effect, the Bank management could have led evidence to the effect that the alleged letter of resignation is a genuine document, and that she voluntarily submitted that letter of resignation to the Bank after knowing the contents thereof and willingly having affixed her thumb mark below that letter. However, as stated above, absolutely no oral evidence has been led by the Bank management in support of their case, and in the absence of any evidence on the part of the Bank management, and in view of the evidence on oath of the said lady which is supported by other circumstances as below I see no reason to disbelieve the case and the evidence of the said lady, I find that she herself did not resign from the service in the Bank, but that the Bank management had terminated her services from 1-12-1984.

9. The alleged original letter of resignation dated 1-8-1984 with the thumb mark of the said lady Dahiben below it and addressed to the Manager of the Bank of Baroda, Maroli Bazar Branch, is at Exh. M/11. This letter stated that :-

"I am not keeping good health at present. I am under the treatment of Primary Health Centre, Maroli Bazar. At present I am an old lady of 61 years, and unable to work in your Bank in such condition. So you find out another sweeper in my place and appoint her, to which I have no objection. I have written this letter of my own will and with knowledge and understanding."

Now, in case the said lady really wanted to resign from the service of the Bank, she would have only stated and mentioned about the fact of her resignation from the Bank's service, and would not have added the further sentence requesting the Bank to find out another Sweeper in her place and to appoint her, and that she had no objection for it. These statements appearing in that alleged letter of resignation are inconsistent with the letter of resignation. The said lady has mentioned her age as 61 years in that letter. It is not known how the Bank management allowed her to continue in service after the completion of her 60 years of age, as the age of retirement for the class III and class IV Bank employees is 60 years. It is therefore unlikely that the said lady herself would have mentioned her age as 61 years in that letter of resignation. The said original letter of alleged resignation has been attested by the Manager/Accountant of the Maroli Bazar Branch of the Bank. As such the Bank should have examined the said Officer to prove that the said lady had voluntarily and willingly submitted that alleged letter of resignation dated 1-8-1984, and that only her thumb mark was not obtained by the Bank under any influence from her. However, no such evidence has been placed by the Bank on record. I, therefore, do not accept the contents of that letter.

10. Ashok Khatri, the 1st witness of the said lady, in substance stated in his affidavit (Ex. W/9) that at the instance of the rival union, the Bank management removed the lady Dahiben from the Bank's service, as they had to engage another lady by name Shantiben in the Bank's service as a Sweeper. The other witness Amrutlal Patel also stated to the same effect in his affidavit (Ex. W/12). The medical certificate dated 16-1-1987 issued by the Civil Surgeon Navasari, states that Smt. Dahiben, i.e. the lady in question was examined by him on that day, and that she looked clinically and physically about 55 years old. As such, as on the date of the alleged resignation i.e. 1-8-1984 that lady was aged 52 years only. According to that lady, she was depending upon herself for her maintenance. It is therefore quite unlikely that a lady aged about 52 years who is not depending for her maintenance on any other person but is depending upon herself for her maintenance, would voluntarily resign the Bank's service at her age of 52 years only.

11. The medical certificate dated 17-8-1984 issued by the Medical Officer, Leprosy Control Unit, Navasari, Distt. Valsad stated that the lady Dahiben was not a patient of infectious type of case, and hence there was no harm to her fellow employees or her neighbours. According to the Bank management, the said lady resigned because of her continued ill-health. However, the abovesaid certificate shows that her illness was not of such a serious nature that she should resign from the Bank's service. As per the medical certificate issued by the Medical Officer, Leprosy Control Unit Navasari, District Valsad, dated 13-9-1985, the said lady was then aged 45 years only.

As such, she was aged 44 years in 1984, and therefore it is unlikely that she herself would desire of discontinuing her service in the Bank, when she could have served for about 12 to 16 years more.

12. It is seen from the record that after the services of the said lady were terminated from 1-12-1984, she approached the Asst. Labour Commissioner for intervention in the matter only within two to three months thereafter. In case she would have voluntarily resigned from the Bank's service, she would not have approached the Asst. Labour Commissioner for intervention in the matter, and would not have pursued the present reference. According to the Bank management, at the instance of some other persons, the said lady again thought over the question of her reinstatement in service, and hence she approached the Asst. Labour Commissioner. However, this contention of the Bank management is not acceptable to me. The alleged letter of resignation is dated 1-8-1984. According to the Bank management, they had requested that lady to continue in service till another substitute is available, and as such that lady worked in the Bank upto 1-12-1984. In my opinion, in case that lady had really a genuine desire to discontinue serving with the Bank, she would not have worked with the Bank for 4 months more. This indicates that that lady had not voluntarily submitted the letter of resignation.

13. The Bank employees including the said lady are governed by the provisions of the Sastri Award. As per Para 522(2) of that Award, a permanent employee desirous of leaving the service of the Bank shall give one month's notice in writing to the Manager. As per para 522(3), if any permanent employee leaves the service of the Bank without giving notice, he shall be liable to pay the Bank one month's pay and allowances. Admittedly in the present case, the said lady had not given one month's notice of her desire to leave the Bank's service, and the Bank had also not recovered one month's pay and allowances in lieu of the notice from that lady. In case the lady had already resigned from the service of the Bank without any notice, the Bank would have certainly recovered one month's pay and allowances from her. However, it was not done so.

14. Para 522(1) of the Sastri Award states that :-

"In case not involving disciplinary action for misconduct and subject to clause (6) below, the employment of a permanent employee may be terminated by three month's notice or on payment of three months' pay and allowances in lieu of notice....."

In the present case, the said lady was not given any notice by the Bank manager before terminating her services, and she was also not paid three months' pay in lieu of the notice period.

15. Therefore, for the reasons and the circumstances discussed above, I find that the said lady had not submitted any letter of resignation voluntarily and willingly, and she herself had not resigned from the Bank's service, but that the Bank management had terminated her service with effect from 1-12-1984, and that too without any sufficient and good reason, and without following the proper procedure. As such that termination of her service by the Bank management is not just, proper and valid, and hence, she is entitled to reinstatement in service with back wages of the post of a permanent part time Sweeper with effect from 1-12-1984 with continuity of service.

16. Issue Nos. 1, 2 and 3 are found accordingly.

17. The following Award is, therefore, passed.

AWARD

18. The Authorities of the Bank of Baroda, Maroli Bazar Branch, were not justified in terminating the services of Smt. Dahiben Narinsinh with effect from 1-12-1984.

19. The Bank management is hereby directed to reinstate the said lady in service immediately on the post held by her prior to 1-12-1984 and to pay her the back wages of that post with effect from 1-12-1984, with continuity of service, and other service benefits, if any.

20. The parties to bear their own costs of this reference.

P. D. APSHANKAR, Presiding Officer
[No. L-12012/295/85-D.II(A)]

का.आ. 252.—ओरोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार इंडियन ओवर-सीज बैंक के प्रबंधन के सबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निरिष्ट ओरोगिक विवाद में केन्द्रीय सरकार ओरोगिक अधिकरण, नं. 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-91 को प्राप्त हुआ था।

S.O. 252.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Bombay as shown in the Annexure in the Industrial dispute between the employers in relation to the Mgt. of Indian Overseas Bank and their workmen, which was received by the Central Government on the 26-12-1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

(PRESIDING OFFICER : JUSTICE S. N. KHATRI

REFERENCE NO. CGIT-11 OF 1990

PARTIES :

Employers in relation to the management of Indian Overseas Bank.

AND

Their workmen.

APPEARANCES :

For the Management.—Shri R. Srinivasan, Representative
For the Workmen.—Workmen present in person.

INDUSTRY : Banking

STATE : Maharashtra

Bombay, the 17th day of December, 1991

AWARD (PART-I)

The Central Government has referred the following industrial dispute to this Tribunal for adjudication under section 10 of the Industrial Disputes Act, 1947.

“Whether the action of the management of Indian Overseas Bank in dismissing from service Shri S. M. Sonawane, Clerk attached to Seacock Hotel Branch is justified? If not, to what relief is the workman concerned entitled?”

This disposes of the preliminary issue whether the domestic inquiry is vitiated for breach of any principle of Natural Justice or for any other reason.

2. S. M. Sonavane (hereafter ‘the workman’) who belongs to a Scheduled Caste joined the Indian Overseas Bank (hereafter ‘the Bank’ or ‘the Management’) as Shroff/Typist in February 1979. At all material times he was serving as such at the Sea Rock Hotel Extension Counter attached to the Bandra Branch of the Bank. Two charge sheets dated 17-5-84 and 30-10-85 were issued to him by the Disciplinary Authority Parthasarathy for defalcation of Bank’s/Customer’s Funds. In all six items were involved. It was alleged that the workman had committed the misconduct in league with one K. Rangaswamy who was the Officer-in-charge of the Extension Counter and the former’s two other colleagues S. C. Vazirani and S. Rehimatoola. Common proceedings were taken against the present workman Sonawane, Vazirani and Rehimatoola, while Rangarwami was proceeded against separately, probably because he belonged to the Officer Cadre. Parthasarathy conducted the proceedings upto the stage of inspection of documents; thereafter one Venkatraman took over. Four witnesses were examined by the Management and Rangaswamy was one of them. It appears that initially a letter was lodged with the C.B.I. by the Management against Rangaswamy alone: See Ex. M-1 dated 12-12-83. By another letter dated 28-12-83 (Ex. M2) the names of the three workmen were communicated later by the Management to the C.B.I. who were in charge of the investigation as suspected collaborators of Rangaswamy. It appears that after conducting

the investigation the C.B.I. decided to prosecute Rangaswamy alone and none of the three workmen. The present workman was suspended by an order dated 4-1-84 (Ex. W-1) with immediate effect on the ground that steps had been taken to prosecute him.

3. By his report dated 30-12-84 (Ex. M-15), Venkatraman who was the Enquiry as well as Disciplinary Authority, came to the below mentioned findings and held the workman and his two associates guilty of gross misconduct in terms of para 19.5(d) (wilful damage or attempt to cause damage to the property of the bank or any of its customers); 19.5(j) (doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss) and 19.5(l) abetment or instigation of any of the acts or omissions above-mentioned, of the Bipartite Settlement dated 14-12-66.

Findings :

1. In many cases, the charge sheeted employees M/s. S. C. Vazirani, S. M. Sonawane and S. S. Rehim Toola have abetted the financial misdemeanors of the Officer-in-charge, Shri K. Rangaswamy (MW-1).
2. In certain instances, they have colluded with the Officer-in-charge, Shri K. Rangaswamy and indulged in questionable practices.
3. The case had also joined hands in misappropriating Banks/customers money and have caused wrongful loss to the bank and gain to themselves.
4. The case had also indulged in falsifications of records and/or made unauthenticated entries.
5. The CSEs have flouted the prescribed systems and procedures to the detriment of banks interest.
6. The CSEs had destroyed the paid instruments/withdrawal slips/records in collusion with the Officer-in-Charge, Shri K. Rangaswamy, with a view to erase the evidence.
7. The CSEs had indulged in manipulation of figures/records to show that the transactions are in order and also to cover up all their financial misdeeds.
8. The CSEs had fraudulently withdrawn huge amounts from bank/customers account and/or shared amongst them.
9. The CSEs had misrepresented the true position of the Extension Counter as to balancing, position of the accounts etc. to the bank/its inspectors/auditors.
10. They had made unauthorised transfers from one account to another regardless of the consequences and liabilities of the bank to the parties.”
4. The Enquiry Officer/Disciplinary Authority issued a notice on 30-12-87 (Ex. M-15) itself, accompanied by his report, to the workman to show cause as to why punishment of dismissal should not be awarded to him. After giving him a personal hearing, the Disciplinary Authority by his order dated 12-2-88 (Ex. M-19) dismissed the workman from service under para 19.6(a) of the Bipartite Settlement. The appeal preferred by the Workman was dismissed by the Appellate Authority (Rughwan MW-1), Assistant General Manager by his order dated 18-8-88 (Ex. M-25).
5. In his statement of claim and rejoinder the Workman contends that the domestic inquiry stands vitiated on account of the following breaches of the principles of natural justice and other material flaws :
 - I. Gross prejudice has been caused to the Workman in effectively defending himself by—
 - (a) the Management’s failure to furnish him copies of certain material documents, inspite of the Workman’s repeated requests.
 - (b) the Management’s adducing evidence of Rangaswamy against the Workman, although he was the main culprit.
 - (c) the Management taking out common proceedings against the Workman and his two associates and re-

- cording common omnibus findings against the trio and Rangaswamy without considering separately the materials incriminating the present workman.
- (d) transfer of the domestic inquiry by Parthasarathy to Venkatraman without any legal authority.
- (e) Venkatraman's conducting the inquiry, ignoring that he himself was the disciplinary authority and had conducted the departmental investigation and domestic inquiry against Rangaswamy.
- (f) in awarding the extreme penalty of dismissal, the disciplinary authority's giving weight to allegations which did not form part of charges framed against the Workman.
- (g) the appellate authority's deciding the appeal without applying his mind to the facts of the case.
- (h) the disciplinary authority's basing the findings of guilt on mere assumptions/presumptions, which are not supported by any legal evidence.

II. The suspension order is bad, inasmuch as the ground on which it is founded, namely that steps had been taken to prosecute him in terms of para 17.3(a) were never taken. At any rate, the Bank failed to pay him subsistence allowance at full rate on completion of 1 year from the date of suspension.

6. The Management have resisted the Workman's contentions by filing a detailed written statement. According to them the domestic inquiry was conducted in full compliance with the provisions of the Bipartite Settlement and the principles of natural justice. They deny that the inquiry is rendered bad by any flaw in the procedure. They have also sought liberty to adduce evidence on merits of the charges against the Workman, if the Tribunal for any reason holds the domestic inquiry bad.

7. The Workman has filed his own affidavit in support of his case. He has been cross-examined by the Management. In rebuttal, the Management have examined Raghwani Ex. MW-1 and Venkatraman Ex. MW-2. They have been cross-examined by the Workman's representative. Both sides have filed their written submissions and also supplemented them orally.

8. The Workman has made a strong grievance about the Disciplinary Authority's refusal to make him available copies of the C.B.I. final report recommending prosecution of Rangaswamy alone, the charges framed against him, the seizure panchamas under which incriminating cheques and other papers were seized from his residence, the Bank's order sanctioning prosecution of Rangaswamy alone and the statement made by him in his own domestic inquiry. The workman wails that in absence of these materials he was seriously handicapped in cross-examining Rangaswamy who was not only the star witness for the Management in the common proceedings against the trio but also the prime mover in the alleged misdeeds. The stand of the Management is that the Disciplinary Authority was bound to furnish copies of only those documents, which were relied upon or used by them against the Workman as evidence, and that because none of the aforesaid documents were so used the Workman was not entitled to their copies. It is also urged that the report made by the C.B.I. to the Bank after investigation in confidential and as such the Workman is not entitled to its copy.

9. In the present case, Rangaswamy was officer-in-charge of the Extension Counter, whereas the Workman and his two associates belonged to the clerical grade directly under him. Rangaswamy has admitted in his cross-examination in the domestic inquiry that in all 41 charges were framed against himself for misappropriation and falsification of account and that he had surrendered about 100 cheques to Shri Sahay of the C.B.I. before the latter started search of his residence. He has also admitted that Venkatraman who has conducted the enquiry against the trio and passed dismissal orders against him, was the Enquiry Officer in his case also. On his own showing Rangaswamy is a senior, experienced Officer. Inter alia he had attended 3-4 training projects also for officers. Obviously he was the star witness for the Management. It is difficult to appreciate how the Workman could have

effectively cross-examined him, without knowing the precise role assigned by the Management to him in the joint misadventures and its gravity. This the Workman could have known only after going through the proceedings against Rangaswamy. The documents referred to in the opening part of para 8 supra, are very material and relevant for an effective fair defence of the workman. It is difficult to appreciate the Management's stand that for effective cross-examination of Rangaswamy, it was not necessary for the Workman to know the charges framed against Rangaswamy by the Management, and his defence and the reason why the Bank had throughout it fit to press Rangaswamy's prosecution to the exclusion of the Workman and his two associates.

10. It has come in Rangaswamy's cross-examination that as on the date of his evidence, the domestic inquiry had still not been concluded and that he was not knowing his fate at that time. I am not making these observations to show that Rangaswamy was not a competent witness against the Workman, being his accomplice or was otherwise unreliable. He was certainly a competent witness; the question of his credibility will crop up only at the time of assessing the evidence on merits. My endeavour at the moment is to highlight that in the exceptional special circumstances of the case, the Workman was very seriously handicapped in cross-examining Rangaswamy effectively in absence of the documents under consideration. The Workman had made his request for production of these documents before the Enquiry Officer at the earliest opportunity. Technically it must have ideally suited the convenience of the Management to ignore those documents for establishing the guilt of the Workman, probably because they incriminated Rangaswamy exclusively or substantially, and the Workman peripherally. Indeed, interests of justice would have been best served had Rangaswamy also been a party to the common proceedings. At any rate, all the proceedings of the domestic inquiry against him (including the documents specifically requested for by the Workman) should have been made available to him.

11. The Management rely on a decision of the Supreme Court reported in AIR 1988 SC 117 Chandramani Tiwari Vs. Union of India for the proposition that the Management are not bound to furnish copies of documents to the delinquent employee, unless those are used by the Enquiry Officer against the delinquent. I am afraid this is not the true legal position. In my humble opinion the correct legal position is stated by the apex Court in para 9 of the judgement. I can do no better than reproduce the same.

"It is now well settled that if copies of relevant and material documents including the statement of witnesses recorded in the preliminary enquiry or during investigation are not supplied to the delinquent officer facing the enquiry and if such documents are relied in holding the charges framed against the officer, the enquiry would be vitiated for the violation of principles of natural justice. Similarly, if the statement of witnesses recorded during the investigation of a criminal case or in the preliminary enquiry is not supplied to the delinquent officer that would amount to denial of opportunity of effective cross-examination. It is difficult to comprehend exhaustively the facts and circumstances which may lead to violation of principles of natural justice or denial of reasonable opportunity of defence. This question must be determined on the facts and circumstances of each case. While considering this question it has to be borne in mind that a delinquent officer is entitled to have copies of material and relevant documents only which may include the copy of statement of witnesses recorded during the investigation or preliminary enquiry or the copy of any other document which may have been relied in support of the charges. If a document has no bearing on the charges or if it is not relied by the enquiry officer to support the charges, or if such document or material was not necessary for the cross-examination of witnesses during the enquiry, the officer cannot insist upon the supply of copies of such documents, as the absence of copy of such document will not prejudice the delinquent officer. The decision of the question whether a document is material or not will depend upon the facts and circumstances of each case."

12. It is thus clear that the Management cannot wriggle out of their obligation to furnish copies of relevant and material documents, simply by taking the stance that they are not relying on the same for proving the guilt of the delinquent. If the documents are relevant and material—even from the point of view of the defence, the Management must produce the same; else the delinquent might be handicapped in effectively cross-examining the witness. The question whether a particular document is relevant and material and whether the delinquent has been prejudiced depends on the individual facts of each case. In my opinion, the case cited by the Management helps the Workman more.

13. The facts of the present case clearly show that the documents sought by the Workman were very much relevant and material for the legitimate defence of the Workman. The Management's refusal to furnish them to him has deprived him of his right of cross-examination and resulted in serious prejudice to him. The domestic inquiry stands vitiated on this count alone.

14. It is an admitted position that common proceedings were taken against the Workman and his two colleagues with the consent of the Union who were representing them. This would in effect mean that the evidence admitted in the proceedings—documentary as well as oral—would be read as against all the three. There is nothing wrong in this procedure. Nor do I find anything remiss in the Enquiry Officer's preparing one report only, covering the cases of all the three. So far so good. The gravamen of the Workman's grievance now is that the Enquiry Officer ought to have considered the evidence incriminating each delinquent separately and on such assessment specifically recorded findings on the items of misconduct proved against each separately. Instead of doing so he has clubbed together the entire evidence on a particular incident and recorded an omnibus finding against the delinquents charged as a whole. This has according to the Workman resulted in palpable injustice to him, in that a rolled up finding has been recovered against him in absence of a charge to that effect—that he had taken part in destruction of instruments/accounts. Similarly because the precise role played by him was not separated from the roles of the other delinquents while deciding the quantum of punishment, either by the Disciplinary Authority or the Appellate the extreme penalty of dismissal stands awarded to him.

15. I find considerable force in the submission of the Workmen. I have gone through the proceedings of the Enquiry. An analysis of the two charge sheets framed against him (Ex. M-3, dated 17-5-84 and M-5 dated 30-10-85) discloses that in the sole item dated 6-5-82 covering the first charge sheet (Ex. M-3) and the five items dated 18-9-81, 16-9-81, 12-10-81, 4-1-82 and 7-10-81 in the second all the four culprits are involved in just one item dated 16-9-81, and the present Workman and Rangaswamy are involved in all the six items. In addition, Rahmetoola and Vazirani are involved separately in just one item—Rahmetoola in the item 6-5-82 and Vazirani in the item dated 4-1-82 stated in other words, Rahmetoola is not involved in four items dated 18-9-81, 12-10-81, 4-1-82 and 7-10-81, while Vazirani is not involved in four items dated 6-5-82, 18-9-81, 12-10-81 and 7-10-81. What I am endeavouring to stress is that it is only Rangaswamy who is said to be the workman's accomplice in all the six items and yet he has not been proceeded against in common with the workman. The Workman's other collaborators—Vazirani and Rahmetoola—figure with him in just one item each. The chargesheets framed against Rangaswamy, Vazirani and Rahmetoola are not available in the record of the domestic inquiry. The Disciplinary Authority has recorded rolled up findings against all the delinquents, which are reproduced in para 3 supra. These do create the impression that he is treating the gravity of delinquency of all on par. The findings against Rangaswamy were not at all available to the workmen during the domestic proceedings; indeed as Rangaswamy admits in his cross-examination, his fate was still hanging in the balance at that crucial time. The Disciplinary Authority admits in his cross-examination before this Tribunal that there was no charge framed against the Workmen for destruction of instruments/records. Yet the tenor of the original findings and the Appellate order clearly indicate that this charge was treated as established as against him also. All these circumstances establish serious prejudice to the Workman, resulting from the common omnibus findings recorded against the foursome, and acted upon by both Authorities.

16. Admittedly subsistence allowance was paid to the Workman @ 50% only upto the date of his dismissal on 12-2-88. The Management rely on clause 5 of the Bipartite Settlement dated 8-9-83. The relevant provision is :

"(a) Where the investigation is not entrusted to or taken up by an outside agency (i.e. Police/CBI), Subsistence Allowance will be payable at the following rates :

1. For the first 3 months 1/3 of the pay and allowances which the workman would have got but for the suspension.
2. Thereafter 1/2 of the pay and allowance.
3. After one year, full pay and allowances if the enquiry is not delayed for reasons attributable to the concerned workman or any of his representatives. Where the investigation is done by an outside agency and the said agency has come to the conclusion not to prosecute the employee, full pay and allowances will be payable after 6 months from the date of receipt of Report of such agency, or one year after suspension, whichever is later and in the event the enquiry is not delayed for reasons attributable to the workman or any of his representative."

17. Venkatraman MW-I has stated in para 8 of his affidavit-deposition that the report of the CBI refusing prosecution of the Workman was dated 2-5-86. The suspension order was passed on 4-1-84. Thus according to this witness, subsistence allowance at full rate would have become payable with effect from 1-11-86, provided the inquiry was not delayed for reasons attributable to the Workman or his representative. The witness adds in para 3 of his deposition that he had fixed the case for recording of evidence for 1-9-86. However it was adjourned at the request of the Workman's representative who was busy conducting negotiations with the Bank. The matter ultimately came to be fixed for 11-3-87 for hearing on a day to day basis. He has placed on record a letter dated 30-8-86, whereby the Workman sought an adjournment on the ground that the President of their Union was held up at Delhi for some meeting with the Finance Ministry. The matter was accordingly adjourned sine die by Venkatraman's letter of the same day.

18. It is true that the matter was adjourned on 30-8-86, because of a request on behalf of the Workman. However it is an admitted position that the recording of evidence started on 11-3-87 and continued from day to day till 14-3-87 without break. On 14-3-87 Venkatraman gave two weeks time to the Workman for filing his summing up. As the representative was busy in negotiations the summing up was filed on 27-8-87 (Ex. W-4). Thereafter the Disciplinary Authority issued show cause notice to the Workman on 30-12-87. Reply was promptly filed on 12-1-88; personal hearing took place 9 days later on 21-1-88, followed by further submissions on 27-1-88. The final order of dismissal came off on 12-2-88.

19. There is nothing on the record except the word of Venkatraman that the matter could not be fixed before 11-3-87 for effective hearing, because the Workman's representative was busy in negotiations. Even assuming that this was true, the Workman more than made up the delay by seeing to it that evidence of as many as four witnesses was over in a matter of just four consecutive days. This is a rare occurrence in domestic inquiries, particularly those involving serious and unusual allegations as in the present case. Then the Disciplinary Authority took about 4 months to prepare his report before issuing show cause notice on 30-12-87. Considering the circumstances as a whole, the Workman or his representative cannot be held responsible for any delay. After all, as President of the Union, it was the legitimate duty of the representative to attend to negotiations with the Finance Ministry or with Bank's Association.

20. As the delay is not attributable to the Workman or his representative, he was entitled to get subsistence allowance at full rate from 1-11-86. Admittedly he was paid this allowance at half rate only for more than 15 months after 1-11-86. In 1989 L.L.C. 879 Fakirbhai Vs. Presiding Officer and 1 other, the Supreme Court has held that failure to

pay subsistence allowance to a Workman as per rules in a domestic inquiry, amounts to depriving him of his right of effective defence. The Management's failure to pay subsistence allowance at full rate after 1-11-86, renders the domestic inquiry against the Workman bad.

* 21. I am however not impressed by the Workman's case that the suspension order dated 4-1-84 (Ex. W-1) was ab initio void. For this submission, he relies on a recital in the order that "steps have been taken to prosecute you in terms of para 17.3(a) of the Bipartite Settlement", which recital, according to him, is basically untrue. He states that the CBI had examined him merely as a witness and not as an accused and that the Bank had not taken any steps to prosecute him. I do not agree. It is true that in their first letter dated 12-12-83 (Ex. M-1) to the CBI, grievance was made against Rangaswamy alone. However this letter was followed by another dated 28-12-83 (Ex. M-2), in which suspicion was expressed against the Workman and his two associates. Under section 161 of the code of criminal procedure, any person, which term includes not only a witness but an accused or a suspect also, can be examined by the Investigating Agency. There is no merit in the Workman's plea that he was not examined as an accused. Simply because the CBI did not eventually find substance in the allegations against the Workman and his associates had launched prosecution against Rangaswamy alone, it does not automatically follow that the letter dated 28-12-83 does not amount to a step on the part of the Management to prosecute the Workman. Without delating further, I hold that the suspension order is not ab initio void.

22. The Workman has challenged the fairness of the appeal proceedings on the ground that the appellate authority has not applied its mind to the facts of the case independently and okayed the order of dismissal on the prompting of the Disciplinary Authority. He also points out that the Authority has passed the order *inter alia*. On the assumption that the Workman had indulged in destruction of documents/records, although there is no charge to this effect against the Workman, I am not impressed by the first prong of the attack; however, as I have already stated in para 15 supra, there is substance in the second part. There is one more circumstance brought on the record, which reflects adversely on the fairness of the inquiry. Venkatraman MW-2 (Disciplinary Authority) admits in para 16 of his cross-examination that of the three Workmen, he forwarded the appeal of the present Workman to Raghwan MW-1 and of Vazirani and Rahmatools to one *Arose*. It is difficult to endorse the rationale, much less the fairness, of this course. In the first place the domestic inquiry in re Rangaswamy who was the culprit, was held separately and the three Workmen who were subordinates of Rangaswamy and who so roles were obviously less serious were proceeded against jointly and denied access to the proceedings against Rangaswamy. The Enquiry Officer in both inquiries was however one and the same person Venkatraman. We do not know who dealt with Rangaswamy's appeal, if he had at all filed one. But then even amongst the three Workmen, the appeals were sent to two different officers. And what is Venkatraman's justification for adopting this course? He wanted to divide equally the workload of the appellate authorities and promote administrative convenience. Something difficult to swallow. The way in which the proceedings have been handled does not inspire confidence in the fairness of the Management. It has also caused prejudice to the present Workmen.

23. It is true that the domestic inquiry was initiated by Parthasarathy and after the chargesheet was framed, it was taken over by Venkatraman. It is not proved that this transfer of the proceedings was done under orders of any higher authority. It is a bit unusual for one disciplinary authority to transfer the proceedings before himself to other co-officer at his own level. However in the present case, the Workman's does not appear to have ever objected to Venkatraman's taking over the inquiry and conducting it. In the circumstances I do not think it is open to the workman to make grievance on this count at this stage.

24. I also feel that the objection of the Workman that the Disciplinary and Appellate Authorities had acted on presumptions/assumptions can be better dealt with, while assessing the evidence on merits rather than at this stage. I am, therefore, not dealing with this question here.

25. Eventually I hold that the domestic inquiry is vitiated for the reasons stated above. As the Management have prayed in their written statement at the earliest opportunity for permission to lead evidence on merits of the charges, they will be entitled to do so. The Workman will also be entitled to lead evidence in rebuttal. I fix up the case on 15-1-92 for further directions. Costs so far shall abide the final result.

S. N. KHATRI, Presiding Officer
[No. L-12012/389/89-D II(A)]

का.आ. 25.3.—ओर्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्यरूप में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धनाल के मद्दद नियोजकों और उनके कमेंटारों के थीन, अनुवंश में निर्दिष्ट ओर्योगिक विवाद में केन्द्रीय सरकार और्योगिक अधिकरण, बंगालीर के पंचपट को प्रकाशित करनी है, जो केन्द्रीय सरकार द्वारा 26-12-91 को ग्राह की गयी थी।

S. O. 253.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Punjab National Bank and their workmen, which was received by the Central Government on 26-12-1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated this the 6th day of December, 1991

PRESENT :

Shri M. B. Vishwanath, B.Sc., LL.B, Presiding Officer,
Central Reference No. 14 of 1990

I PARTY :

Shri N. K. Maheswara Kumar, No. 22, 'C' Street
2nd Cross Road, Gopalapuram, Magati Road
Bangalore-560023.

(By Sri M. G. Anjana Murthy)

Vs.

II PARTY :

The Regional Manager, Punjab National Bank, Regional Office, 28, M. G. Road, Bangalore-560001.

(By Sri N. Mohan Sundaram)

AWARD

In this reference No. L-12012/272/89-D.IIA, dated 22nd February, 1990, made by the Hon'ble Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the point for adjudication as per Schedule to reference is :—

"Whether the action of the management of Punjab National Bank in terminating the services of Sri N. K. Maheswara Kumar w.e.f. 8-1-1986 was justified? If not to what relief the workman is entitled to?"

2. In the Claim petition it is contended :—

The I Party workman was appointed by the II Party as per order dated 27-5-1985. The I Party workman was appointed as a subordinate staff. The I Party was discharged from his duties to the satisfaction of the official superiors. The services of the I Party were illegally terminated with effect from 8-1-1986 by the Manager, Prema Industrial Estate Branch Bangalore. The I Party then was drawing salary of Rs. 895 per month. The I Party—workman was suffering

from nervous strain, fever and general weakness with effect from 13-8-1985. So he could not report for duty with effect from 14-8-1985. He was shifted to his native place Bellary for treatment. The I Party workman sent leave applications requesting the Manager for sanction of medical leave. The II Party has not replied to any of his letters. The I Party received a letter dated 15-10-85 calling upon the I Party to report for duty on or before 28-10-85. The I Party sent explanation dated 22-10-85 why he was forced to be on leave from 14-8-85. Inspite of this the II Party has terminated the services of the I Party workman by its letter dated 8-1-86. The action of the II Party in terminating the services of the I Party is illegal. It amounts to retrenchment. The II Party has victimised the I Party. The II Party has committed unfair labour practice. The I Party workman is entitled to reinstatement with backwages.

3 In the Counter Statement (ii) is contended :—

It is true that the I Party was appointed by II Party and the I Party joined services of II Party on 12-6-85 as Peon. The I Party was appointed on probation for a period of 6 months. The I Party frequently absented himself for his duties from 16-6-85 to 22-6-85, 5-8-85, to 8-8-85 from 14-8-85 to 7-1-86. The letter issued by post to the I Party to give reasons for his absence was returned unserved. The II Party sent another letter dated 15-10-85 by registered post directing the I Party to report for duty on or before 28-10-85. This letter has been received by the I Party. But the I Party did not report for duty. The I Party assured that he would report for duty on 4-11-85. Even on this date he did not report for duty. Again the II Party addressed a letter to the I Party. In view of the continued absence of the I Party and refusal to report for duty the services of the I Party who was on probation, were terminated by the II Party. The action of the II Party in terminating the services of the I Party is according to law. The reference has to be rejected.

4. This Tribunal has not framed separate issues since the point for determination is covered by the Schedule to the reference. See order sheet dated 12-10-90.

5. On behalf of the II Party MW-1 Eswarappa Sunkad, Manager of the II Party—Bank has been examined on behalf of the I Party workman he has got himself examined and closed his case.

6. Exhibit M-1 is the order of appointment given to the I Party. As per condition number 2 the I Party was on probation for a period of six months. Condition No. 2 further says that the services of the I Party workman would be terminated at the sole discretion of the Bank even before the expiry of the probationary period without assigning any reason but with one month's notice or on payment of month's pay or allowance in the lieu thereof. The I Party workman joined duty on 12-6-85, as per history sheet exhibit M-3. His services were terminated on 8-1-86. The six months period of probation from 12-6-85 was over on 12-12-1985. In the written arguments (no oral arguments were submitted) it is stated that on 8-1-86, when the I Party's service were terminated the I Party was no longer on probation since his probation period had come to an end. It is well established that the probation period will be continued till a reasonable period. In the instant case, it cannot be said that the date from 12-12-85 to 8-1-1986 was too long a period and that the I Party workman was not on probation.

7. The reason for the termination of the services of the I Party was that he continued to be absent, even without submitting leave applications. The I Party has stated that he sent leave application and doctor's certificates. He has stated in his evidence that he sent three doctors certificates. His further case is, as stated in his evidence, that he remained absent as he was ill and he had gone to his native place Bellary for treatment. The case of the II Party is that he did not send leave applications and he used to go away without getting the leave sanctioned.

8. In the cross-examination the I Party has stated that from 14-8-85 to January, 1986 he was staying at Bellary.

But it is very significant to note that I Party admits that he has not given Bellary address to II Party Bank.

9. Exhibit M-6 is the copy of the letter sent by the II Party Bank to the I Party's address at Bangalore. This is dated 15-10-1985. This has been received by the I Party at Bangalore as per postal acknowledgement exhibit M-7. The fact that the I Party workman has received the original of exhibit M-6 at Bangalore clearly shows that the I Party was not at Bellary.

10. The I Party has produced certificates of posting exhibit W-1 to W-4 to show that he sent leave applications to the II Party along with doctors certificate. The I Party, it is curious to note, has not produced the copies of the leave applications or the doctors certificates. So far as the certificate of posting exhibit W-1 is concerned it sheds lucid light on the conduct of the I Party. I have carefully seen the postal seals in the certificate of posting exhibit W-1. The date of posting is 23-1-1988. This date has nothing to do with the period he alleges he was ill. Exhibits W1 to W4 appear to be cooked up. At any rate, they do not help the I Party workman. When the II Party stated as per Exhibit M-6 (M-7 postal acknowledgement) that the I Party should report to duty on or before 28-10-1985, the I Party in view of the attitude of the II Party in recalling the I Party for duty, would have been vigilant and would have maintained the copies of the leave applications and the doctors certificates. To repeat, it is difficult to believe that the I Party sent leave applications and the doctors certificates to the II Party.

11. The I Party has stated in cross-examination from 14-8-85 to January, 1986 he was staying at Bellary. Exhibit M-8 is the copy of the letter sent by II Party by registered post to the I Party on 6-12-1985, giving the I Party one more chance to return to duty on or before 13-12-85. This has been received by the I Party at Bangalore as per exhibit M-9 postal acknowledgement. This also disproves the say of I Party that he was at Bellary. If the I Party were at Bellary he could not have received exhibit M-8 at Bangalore.

12. Exhibit M-3 is the history sheet of the I Party workman. Exhibit M-3(a) is the Deccan Herald cutting dated 21-1-86. Exhibit M-3(a) clearly shows that during the probation that the I Party workman was at Bangalore employed in Auditva Finance and Investment (India) Ltd., Bangalore and that he was charged with misappropriation of money. Exhibit M-3(a) demolishes the defence of I Party workman. By no stretch of language could it be said that Exhibit M-3(a) relates to Smt. Rajeswari, the wife of the I Party and not to the I Party.

13. At the time of terminating the services of the I Party, the II Party as per the terms of the appointment order has paid one month's salary and this has been encashed by the I Party. This is not a case of retrenchment or victimisation. In view of the continued absence of the I Party the II Party has rightly terminated the services as per condition No. 2 in the appointment order Exhibit M1. Our Hon'ble High Court has been pleased to uphold in 1985 Lab. I.C. 833/Karnataka (Jithendra vs. Management of Bharath Earth Movers) the termination of the services during probation period as per the terms of the appointment order.

14. For the aforesaid reasons, I am of the opinion that the order of termination of the services of the I Party as per Exhibit M-10 by the II Party is legal. The II Party has correctly acted in accordance with the condition No. 2 in the appointment order Ex. M-1.

15. All other documents and evidence not referred to by me are not relevant. In any case they do not alter my conclusions reached above.

16. In the result, I pass the following :—

AWARD

Award passed rejecting the reference.

Dictated to the Secretary, taken down by him, got typed and corrected by me.

M. B. VISHWANATH, Presiding Officer.
[No. L-12012/272/89-D.II(A)]

का. प्रा. 254.—ओर्डोरिक विवाद प्रधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रीय सरकार निष्ठीकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के लिए, अनुबंध में निरिष्ट और्डोरिक विवाद में केन्द्रीय सरकार ओर्डोरिक प्रधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार द्वारा 26-12-91 को प्राप्त हुआ था।

S.O. 254.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial dispute between the employers in relation to the MGI of Syndicate Bank and their workmen, which was received by the Central Government on the 26-12-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(108)/1987

PARTIES :

Employers in relation to the management of Syndicate Bank, Ahmedabad and their workman, Kumari Bharti Rani Gupta, House No. 13/59, Nayapara, P.O. and District Raipur (M.P.)

APPEARANCES :

For Workman—Shri S. D. Phadke.

For Management—Shri Shyam Pd. Rao.

INDUSTRY : Banking DISTRICT : Raipur (MP)

AWARD

Dated, the 13th December, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-12012/458/86-D.II (A) dated 15-7-1987, for adjudication of the following dispute :—

"Whether the action of the management of Syndicate Bank in relation to their Raipur Branch in terminating the services of Kum. Bharti Rani Gupta w.e.f. 14-6-85 is justified? If not, to what relief the concerned workman is entitled?"

2. Kumari Bharti Rani Gupta was appointed on the post of Clerk with effect from 22-3-1985. Initially she was appointed for a period of one month, but subsequently the period of appointment was extended from time to time and she worked till 14-6-85. Thereafter her services were terminated.

3. The workman says that after her termination from service the following persons were appointed :—

1. Ku. Anita Dakate
2. Sri S. K. Sharma
3. Sri Atanu Lahiri
4. Sum. Harshita Kotak
5. Ku. Sarla Gurbunani etc.

She further says that she was appointed against a regular vacancy. Even though posts are available and there is

work the workman was deliberately devoid of her job by appointing different people for short term so that they can avoid various legal dues which amounts to unfair labour practice. She is, therefore, entitled to be reinstated, with full back wages and regularisation etc.

4. The management says that the workman was appointed for a specified period and thereafter her services were terminated as no longer required. Her claim is misconceived. Reference is untenable.

5. The appointment of the persons as pleaded by the workman was against leave vacancies of different employees from time to time and after the expiry of the period of their appointments i.e. after the concerned workmen joined their duties the services of those workmen came to an end. Certain permanent workmen shown below were on leave during April, 1985 :—

(1) Shri B. G. Pujari	22 days
(2) Smt. K. Ammani Bai	9 days
(3) Shri S. V. Pendharkar	5 days
(4) Shri Arun Kumar Singh	5 days
(5) Shri S. K. Agrawal	10 days
(6) Shri Fulzintuves Kujeer	24 days

In May 1985 the following permanent workmen were on leave :—

(1) Shri N. K. Shrivastava	5 days
(2) Shri A. C. Sarkar	14 days
(3) Shri K. K. Patel	6 days
(4) Shri H. K. Wagde	15 days
(5) Shri Y. S. C. Babu	16 days

Thus there was no vacancy during the material time but the workman was employed against leave vacancy due to exigency of work. No unfair labour practice was adopted. Reference is liable to be rejected and be accordingly rejected.

6. Reference was the issue in this case.

FINDINGS WITH REASONS :

7. The workman has examined herself and filed one document Ext. W/1 which is the certificate given by the Manager of the Syndicate Bank, Branch Raipur showing that her work was satisfactory. Management has proved 16 documents and has examined one witness viz. M. P. Pradhan as MW-1. The workman on her part has examined herself.

8. Not only from the documents adduced by the management its case stands established but also the conduct of the workman herself is not reliable. It exposed in her cross-examination. She has avoided to deny her signatures on various places. On the other hand, MW-1, M. D. Pradhan, has not only proved management's case that the persons referred to by the workman were employed against leave vacancies but he has also proved that the workman is serving in Police Department since 22-6-88 as per Ex. M/13.

9. The workman has failed to point out that she was employed against a permanent vacancy. On the other hand, management has substantially proved that the workman had worked against leave vacancy and her period of appointment was extended due to other employees going on leave from time to time. Management has also proved that persons employed after her termination were not against regular vacancies but against leave vacancies. She has hardly worked for 85 days and she does not derive any claim to be reinstated.

10. Reference is accordingly answered as follows :—

The action of the management of Syndicate Bank in relation to their Raipur Branch in terminating the services of Kum. Bharti Rani Gupta w.e.f. 14-6-85 is justified. She is not entitled to any relief. No order as to costs.

V. N. SHUKLA, Presiding Officer
[No. L-12012/458/86-D.II (A)]

का.आ. 256.—औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के अवधारण के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 26-12-91 को प्राप्त हुआ था।

S.O. 255.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Punjab National Bank and their workmen, which was received by the Central Government on

26-12-1991.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, JABALPUR (M.P.)
Case No. CGIT/LCR(257)/1987

PARTIES :

Employers in relation to the management of Punjab National Bank, Bhopal (M.P.) and their workman, Shri Jaswant Singh Rajpal, Officiating Cashier, Bhim Nagar, Amla, Tah. Multal, District Betul (M.P.)

APPEARANCES :

For workman—Shri P. N. Sharma.

For Management—Shri K. Swaminathan.

INDUSTRY : Banking DISTRICT : Bhopal (M.P.)

AWARD

Dated, the 13th December, 1991

This is a reference made by the Central Government, Ministry of Labour vide its Notification No. L-12012/155/79-D.II (A)/D.IV (A) dated 16th December, 1987, for adjudication of the following dispute :

"Whether the action of the management of Punjab National Bank in awarding the punishment of dismissal from service to Shri Jaswant Singh Rajpal officiating as Cashier w.e.f. 7-10-76 is justified? If not, to what relief is the workman concerned entitled?"

2. This reference was made and received in this Tribunal in December, 1987. Since then the parties contested the dispute with tooth and nail. As many as five issues were framed for determination of the dispute and adjudication thereon. Out of the five issues orders on preliminary issues i.e. Issue No. 1 and 3 were passed on 19th November, 1990 holding that the departmental enquiry is vitiated and that the management is not entitled to lead evidence. Parties were directed to argue the case on the remaining issues i.e. No. 2, 4 and 5.

3. I need not reproduce the issues as of late goods prevailed in the parties and they have mutually settled the dispute and filed a petition incorporating the terms of settlement which are as under :—

TERMS OF SETTLEMENT

- That Shri Rajpal would be deemed to have been continued in the services of the Bank from the date of dismissal from service, i.e. 7-10-76 till the date of his reinstatement, i.e. the date on which he reports for duties consequent to this reinstatement.
- That in full and final settlement of all the claims arising out of the dispute pending before the Tribunal, the bank, the first party, has agreed to make payment of sum equivalent to 40% of

wages which would have been drawn by Shri Rajpal from 7-10-75 till the date of his reinstatement to Shri Rajpal, the Second party, and Shri Rajpal has agreed to accept the said sum in full and final satisfaction of all claims arising out of the dispute against the Bank pending before the Hon'ble Tribunal.

- That the Bank would make payment of the aforesaid sum referred to in sub clause 2 within one month from the date of passing the appropriate award by the Hon'ble Tribunal subject to usual deduction of income tax, if any.
- That Shri Rajpal agreed to accept the punishment of "warning" under gross misconduct against the punishment of "dismissal" which hereby stands withdrawn by the bank.

Further the impact of punishment of "warning" under the provisions of the gross misconduct shall commence from the date Shri Rajpal is reinstated

- That after reinstatement, Shri Rajpal shall be governed by the rules and regulations/awards/settlements as applicable to other employees of the Subordinate Cadre in the bank from time to time relating to matters of salary, leave LTC and other service rules etc.
- The offer of reinstatement shall be made by the Bank within 30 days of the Consent award given by this Hon'ble Tribunal.
- That Shri Rajpal shall be reinstated at a point of need in Bhopal Region.
- Benefit of continuity of service will be given only for gratuity purpose but he shall not be eligible for any other benefits, such as leave etc. to accrue.
- That this is in full and final settlement of all claims arising out of in respect of the dispute pending before the Tribunal and neither Shri Rajpal, nor the Union nor any other person claiming under Shri Rajpal would raise any dispute or any demand in any manner whatsoever before any authority.
- That this settlement has been arrived at having regard to the peculiar facts and circumstances of the case and keeping in view the family circumstances of Shri Rajpal and thus the settlement shall not be cited as a precedent by any party before any forum.
- The above terms of settlement have been signed by Shri J. S. Rajpal, workman concerned and his representative Shri P. N. Sharma. On behalf of the Bank it is signed by the Regional Manager of the Bank, Bhopal and Shri K. Swaminathan, Personnel Officer. The terms have been verified before this Tribunal.

5. I have gone through the terms of settlement. They appear to be just fair and in the interest of the workman concerned I therefore record my award in terms of settlement arrived at mutually between the parties without any order as to costs.

V. N. SHUKLA, Presiding Officer
[No. L-12012/155/79/D. II(A)/D.IV(A)]

का.आ. 256.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के अवधारण के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-91 को प्राप्त हुआ था।

S.O. 256.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial dispute between the employers in relation

to the management of Canara Bank and their workmen, which was received by the Central Government on the 26th December, 1991.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(50)/1988

PARTIES:

Employers in relation to the management of Canara Bank, Ramdaspath, Nagpur (MS).

AND

Their workman Shri Vinod Singh Bacchan Singh Oswal, Peon, represented through the Canara Bank Employees' Union, C/o Parvana Bhawan, 44, Kingsway, Nagpur-440001.

APPEARANCES:

For Workman—Shri A. K. Srivastava.

For Management—Shri A. K. Sen Majumdar.

INDUSTRY : Banking.

DISTRICT: Nagpur (MS)

AWARD

Dated : December 10, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-12012/570/87-D.II(A) dated 3rd May, 1988, for adjudication of the following dispute:—

"Whether the action of the management of Canara Bank in discharging from service Sri Vinod Singh Bacchan Singh Oswal, Peon, w.e.f. 5th May, 1985 is justified ? If not, to what relief is the workman entitled?"

2. The following issues were framed in the instant case:—

ISSUES

1. Whether the domestic/departmental enquiry is proper and legal ?
2. Whether the punishment awarded is proper and legal ?
3. Whether the management is entitled to lead evidence before this Tribunal ?
4. Whether the termination/action taken against the workman is justified on the facts of the case ?
5. Relief and costs ?

3. This Tribunal vide order dated 13th November, 1990 held that the enquiry is proper and legal and the question of proving the misconduct by the management does not arise. Issues No. 1 & 3 have been accordingly answered.

4. Now coming to the remaining issues the pleadings can be confined to the charge which has been denied by the workman and the evidence adduced in the departmental enquiry. Charge is as follows:

CHARGE

You are working as a Peon at our Ramdaspath, Nagpur branch.

On 9th April, 1984 our Ramdaspath Nagpur branch has received an Authority-cum-Undertaking Letter dated 10th January, 1984 from the Gandhibang Navyug Urban Co-operative Bank Ltd. Nagpur (hereinafter referred to as Co-operative Bank). The said authority letter contains an authority given to then Manager, Canara Bank, Ramdaspath, Nagpur for deducting an amount of Rs. 250 from the month-

ly salary payable to you towards the repayment of Rs. 5000 a loan purported to have been availed by you from the said Co-operative Bank. The undertaking letter contains an undertaking purported to have been signed by Shri B. R. Solanki for deducting an amount of Rs. 250 from your salary and to deposit the same towards the satisfaction of the loan advanced to you by the said Co-operative Bank. Staff Section (W), Circle Office, Cuffe Parade, Bombay, BYS/GM/2/84.

19th April, 1984.

On further enquiry it has come to the light that you have availed a loan of Rs. 5000 on 15th March, 1984 from the said Co-operative Bank, on furnishing the following documents:

- (1) Salary Certificate dated 10th January, 1984 purported to have been signed by Sri B. R. Solanki, Accountant, Ramdaspath, Nagpur branch, wherein it has been certified that your gross salary as Rs. 1075 and the total deduction have been shown as Rs. 168 for the month of December, 1983.
- (2) No objection Certificate dated 10-1-1984 purported to have been signed by Sri B. R. Solanki, Accountant of our Ramdaspath Nagpur branch wherein it has been informed to the said Co-operative Bank that the Bank has no objection if a loan is granted to you and that the instalments will be paid directly to the Co-operative Bank.
- (3) A letter dated 10-1-1984 addressed to the President of the said Co-operative Bank purported to have been signed by Sri B. R. Solanki, Accountant, Ramdaspath Nagpur branch wherein an undertaking has been given to deduct a sum of Rs. 250 per month from your salary and to directly deposit the same to the Co-operative Bank towards the satisfaction of the loan advanced to you by the said Co-operative Bank.

On verifying the records of the Bank, it has been found that the Bank had never issued or addressed any certificate or letter as mentioned above and that Sri B. R. Solanki has also confirmed that he had never signed any of the documents mentioned above. Therefore, there are reasons to believe that you have forged the signature of the Bank Officer viz. Sri B. R. Solanki and knowingly misused the Bank's letter heads for availing the loan from the Co-operative Bank as stated above.

By furnishing the false and forged undertaking to the Co-operative Bank you have made an attempt to put the Bank under monetary obligation which tantamounts to an attempt to damage the property of the Bank and Gross Misconduct under Chapter XI Regulation-3 Clause (j) of the Canara Bank Service Code.

Staff Section (W), Circle Office, Cuffe Parade, Bombay.

BYSW/GM/2/84

19TH APRIL, 1984

Your above acts being prejudicial to the interest of the Bank you have committed gross misconduct within the meaning of Chapter XI Regulation 3 Clause (m) of Canara Bank Service Code.

5. The workman has not only denied the alleged misconduct but also has averred that there is no misconduct under the Rules, there is no report of the hand writing expert, management was motivated, compelling circumstances of his sister's marriage were there, the letter of admission is under coercion, it is belated and the punishment is severe; hence prayed for setting aside the order and reinstatement with back wages and consequential benefits.

6. Having heard the arguments and perusing the documents, I find that there is little force in the case of the workman. Charge-sheet was issued on 19-4-1984. While explaining the charge as per proceedings dated 26-4-84 the workman admitted the charge as per Ex. M/7 Even prior to this as per statement dated 19-4-84 (Ex. M/11) the workman admitted the charge levelled against him and had shown the circumstances in which the things have happened. As per

Ex. M/14 dated 31st December, 1984 while representing to the Chairman he had further admitted the charge at page 2 and specifically stated that he has pleaded guilty. He had also narrated the circumstances which compelled him to do so and he was betrayed by his friend, Shri Choudhary. Even assuming that it has not been established that the forged signatures were made by the workman concerned, but the fact remains that the workman had misconducted and he admitted his guilt and that there is evidence to this effect on record in the departmental enquiry file. Documents Ex. M/1 to Ex. M/16 of the D.E. file are not in question.

7. The misconduct being grave no interference is called for. The misconduct itself does not require mentioning of any rule. Circumstances leading to his misconduct may be good enough, but the gravity of the misconduct is there and the workman cannot be kept in banking industry where faith of the workman is paramount importance. This workman cannot acquire the faith of the Company. The punishment is proper. Termination/action taken by the management is justified on the facts of the case and the workman is not entitled to any relief. No costs are, however, awarded.

8. Reference is answered accordingly as follows :—

The action of the management of Canara Bank in discharging from service Sri Vinod Singh Bacchan Singh Oswal, Peon, w.e.f. 5-5-85 is justified. He is not entitled to any relief. Parties to bear their own costs.

V. N. SHUKLA, Presiding Officer

[No. L-12012/570/87-DII(A)]

का.आ. 257.—आंशोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय शावन वीथा नियम के प्रबंधनात्मक संबद्ध नियोजकों और उनके वर्षकारों के बीच, घनुवंश में निर्विष्ट आंशोगिक विवाद में केन्द्रीय सरकार आंशोगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार का 26-12-91 को प्राप्त हुआ था।

S.O. 257.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Life Insurance Corporation of India and their workmen, which was received by the Central Government on the 26-12-1991.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(118)/1988

PARTIES :

Employers in relation to the management of Life Insurance Corporation of India, Jabalpur (M.P.) and their workman, Shri Santosh Kumar Sharma, Sub-staff C/o Shri Ashok Kumar Sharma, P.O. Majdrak Karma Balak Chhatrabas, behind D. J. Court Post Office, Shogpur, District Shahdol (M.P.).

APPEARANCES :

For Workman—Shri M. L. Jain, Advocate.

For Management—Shri R. P. Agarwal, Advocate.

INDUSTRY : Insurance Co. DISTRICT : Jabalpur (M.P.).

AWARD

Dated, December 13th, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-17012/13/88-D.IV(A)/DI(B), dated 4-11-1988, for adjudication of the following dispute :—

SCHEDULE

"Whether the action of the management of LIC of India, Jabalpur in terminating Shri Santosh Kumar Sharma, Sub-staff from services on 4-4-1987 is justified ? If not, to what relief is the workman concerned entitled ?"

2. Facts leading to this case are as follows :—

The workman, Shri Santosh Kumar Sharma worked at Chaitarpur Branch. He worked from 8-5-85 to 15-7-85 (according to the management upto 17-7-85), then again from 24-4-86 to 17-7-86 and thereafter again from 8-8-86 to 3-4-87 (according to the management he worked from 11-8-86). His services were terminated with effect from 4-4-87. There has been a National Award which is also not disputed.

3. Workman says that for first two occasions he was employed as temporary waterman and on the 3rd occasion he was employed as Sub-staff, Office Peon, though temporarily, but on oral order. His services have been terminated for no rhyme or reason and break in service was to deprive him of the status of permanency. His abrupt termination of service was also meant to deprive him of the privileges of permanency. This amounts to unfair labour practice contrary to the National Award. He is entitled to be regularised and given permanent status with full back wages and consequential benefits.

4. Management says that the workman was deployed on the specific undertaking that he will not claim any regular appointment and on this undertaking only he was deployed as casual temporary workman on different occasions from time to time. He was casual and temporary employee. He is not covered by the National Industrial Tribunal Award.

5. According to the management "A class IV employee in order to claim absorption must have worked for 70 days in three calendar years within the cut off date i.e. 1-1-82 to 20-5-85". The workman has not fulfilled this condition. He was pure and simple waterman and not a peon. It was in view of the National Industrial Tribunal Award that the Corporation could not make regular appointment and an undertaking was given on behalf of the management to the National Tribunal that till the hearing and disposal of the second reference the management will not make any appointment from the open market. It was on this undertaking that no regular appointment was made.

6. The second award was given on 26th August, 1986 and published in the Gazette on 1st October, 1988. Thus the management was justified in making temporary appointment in exercise of their powers under Clause (8) of the LIC of India (Staff Regulation), 1960. The workman is not entitled to any relief.

7. Reference was the issue in this case.

FINDINGS WITH REASONS

8. According to the workman he worked for 74 days for the first time. It would be 76 days according to the management. He worked for 85 days for the second time and 235 days for the 3rd time. According to management it was 233 days. It was just short of few days out of 240 days. The workman has filed an affidavit as W.W. 1 and examined one Keshiram as W.W. 2 Management has also filed an affidavit of R. S. Tiwari as M.W. 1. All these witnesses have been cross-examined at length.

9. Workman has proved four documents Ex. W/1 to Ex. W/4 and management has proved one document Ex. M/1.

10. Ex. M/1 is an application which lays down the condition that if he is appointed he will not claim for permanent vacancy. The application does not disclose as to for which period his employment is related because the workman was employed thrice. That apart, condition related to permanency and not regularisation or continuity of service.

11. That apart, from the pleadings of the management underlined by me the workman has completed 78 days service in the calendar years 1985-86 and 1986-87. The workman has sworn on oath that he was doing all the job of a Peon apart from working as a Waterman. He was also orally assured. He has also proved Wage-sheet which has been

marked as Ex. W/5. This is a calculation sheet of the workman wherein he has been shown as temporary workman and has been paid bonus for the year 1985-86. It is dated 8-10-1986.

12. I have gone through the photo copy of the award particularly paras 44 and 55 and other paras and I do not think that they come in the way of deployment of the workman or continuing his service. Even from the pleadings and undertaking also this fact is clear. He had almost completed few days short of 240 days service. It has to be kept in mind that during last two years also he had served for 74/78 days and 85 days. There is no justification of abruptly terminating his service on the ground of the alleged award which does not apply to the facts of this case. On the other hand, the award is in favour of the workman concerned. This short time in the context, short of 240 days service also amounts to unfair labour practice and if there is a condition and specific period it amounts to abusing the amended provision of law as laid down in the case of Dilip Hanumantrao Shrike and others Vs. Zilla Parishad, Vayatmal and others (Lab. I. C. 1990 p. 100) and R. Sreenivasa Rao Vs. The Labour Court, Hyderabad and another (Lab. I.C. 1990 p. 174). These judgments are of Bembay and the Andhra High Courts respectively.

13. The termination of the workman therefore though not void cannot be accepted as a valid termination. The workman is entitled to reinstatement but without any back wages. He will get continuity in service from 4-4-1987 onwards. He shall also be considered for regularisation. No order as to costs. Award is given and reference is answered accordingly.

V. N. SHUKLA, Presiding Officer
[No. L-17012/13/88-D.IV(A)/DI(B)]

नई दिल्ली, 8 जनवरी, 1992

का.आ. 258.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन भीमा निगम के प्रबंधनकार्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

New Delhi, the 8th January, 1992

S.O. 258.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Life Insurance Corporation of India and their workmen, which was received by the Central Government on the 1-1-1992

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 138/89

केन्द्र सरकार थम मंत्रालय की अधिसूचना संख्या :

एस. 17012/137/89-आई.आर.मी.टि. 15-12-89
डिवीजनल सेक्टरी, नोर्डें जोन इन्ड्योरेंस एप्पलोइंग एसोसिएशन,
अजमेर।

बनाम

सिनीथर डिवीजनल मैनेजर, जीवन भीमा निगम, अजमेर।

उपस्थिति

यूनियन की ओर से :

श्रीमती माया बंसल

नियोजक की ओर से :

श्री एम.डी. अग्रवाल

दिनांक अवार्ड :

16-7-91

अवार्ड

श्रीमती माया बंसल यूनियन की ओर से तथा श्री एम.डी. अग्रवाल विपक्षी की ओर से उपस्थित हैं। श्रीमती बंसल क्लेम पेश करने के लिए समय आहती है, यूनियन को दिनांक 22-2-90 से निरन्तर क्लेम पेश करने के लिए समय दिया जा रहा है अब समय दिया जाना उचित नहीं है अतः इस प्रकरण में नो डिस्प्लैट अवार्ड पास किया जाता है जो केन्द्र सरकार को प्रकाशनार्थे भेजा जाये।

जगत सिंह, न्यायाधीश

[सं. एस-17012/137/89-ई-II (ए)]

का.आ. 259—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ोवा के प्रबंधनकार्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-1-92 को प्राप्त हुआ था।

S.O. 259.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Bank of Baroda and their workmen, which was received by the Central Government on the 1-1-1992.

केन्द्रीय औद्योगिक न्यायाधिकरण जयपुर।

केस नं. सी.आई.टी. 61/87

केन्द्र सरकार थम मंत्रालय की अधिसूचना : एस 12012/524/86-ई 11 (ए) दिनांक 26-8-87

श्री सत्येंद्र प्रसाद गुप्ता भारत जनरल मैनेजरी, रेलवे कैज़्ज़प्रल लेवर यूनियन, डागा स्कूल के पास, बीकानेर।

बनाम

रीजनल मैनेजर, बैंक आफ बड़ोवा, पी.बी.नं. 9, डी-38-ए, अशोक मार्ग, सी-स्कीम, जयपुर।

उपस्थिति

माननीय न्यायाधीश श्री जगत सिंह, आर.एच.जे. एस.

यूनियन की ओर से :

श्री अरविन्द सिंह

नियोजक की ओर से :

श्री पंकज भण्डारी

दिनांक अवार्ड :

8-7-91

अवार्ड

केन्द्र सरकार ने निम्नलिखित विवाद इस न्यायाधिकरण को न्याय निर्णय हेतु अपनी अधिसूचना संख्या : एस 12012/524/86-ई ii (ए) दिनांक 26-8-81 के द्वारा औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) की के अंतर्गत प्रेपित किया है -

“क्या बैंक आफ बड़ोवा के प्रबंधनकार्त्र की श्री सत्येंद्र प्रसाद गुप्ता

को दिनांक 18-12-81 के पश्चात रोजगार न देने तथा उसकी भेदायें समाप्त करने की कार्यवाही उचित, सही तथा वैध है ? यदि नहीं, तो संविधित कर्मकार किस अनुतोष का हक्कदार है ?”

2. प्रार्थी यसवीर प्रसाद गुप्ता जिसे तत्पश्चात धर्मिक सम्बोधित किया गया है, ने जिसे क्लेम प्रकट किया कि उसकी नियुक्ति अप्रार्थी सं. 2 द्वारा इनकी बीकानेर शाखा में नियुक्त की गई थी जहां पर उसे 28-4-80 से 17-12-81 तक 77 दिवस कार्य किया और उक्त अवधि

के 47 अवकाश मिलने पर कार्य दिवस 124 हो जाते हैं। श्रमिक कहता है दिनांक 18-12-81 को उसकी सेवामें मीडिक लौर से समाप्त कर दी गई। नियोजक ने सेवा समाप्ति के समय “पौछे आये पहले जाये” के सिद्धान्त का पालन नहीं किया और न ही सेवा समाप्ति के पूर्व वरिष्ठता मूची घोषित की गई। श्रमिक से कनिष्ठ कर्मचारी सर्वश्री मनोज कुमार सम्मेलन तथा प्रर्दिष्ट कुमार की सेवामें कायम रखते हुए प्रार्थी श्रमिक को सेवा मुक्त किया इसलिए भी धारा 25 (जी) की अवधेलना की गई है तथा सेवा मुक्त आवेदन अपास्त किया जाये और श्रमिक को पुनः नियोजित करते हुए दिनांक 18-12-81 से उक्त पद का बेतन तथा अन्य सभी लाभ दिलाये जाये।

3. प्रार्थी नियोजकगण ने जरिये संयुक्त प्रसिद्धि उत्तर स्वीकार किया कि श्रमिक का नियुक्ति असुर्य श्रेणी कर्मचारी के रूप में दैनिक बेतन पर दिनांक 28-4-80 से 17-11-81 तक केवल 77 दिवस तक रखा गया था। उक्त अवधि में भी इसमें लगातार कार्य नहीं लिया गया बल्कि जब कभी बैक का कर्मचारी स्टूटी पर रहता अथवा कार्य अधिक होता तो इस श्रमिक से कार्य लिया जाता था। उक्त अवधि के अवकाश के 47 दिन बैने का प्रलय नहीं उठता। प्रार्थी रेख्यूलर सेवा में नहों था और नहीं 18-12-81 को इसकी सेवा समाप्त की गई बल्कि कार्य न होने से इससे कार्य नहीं लिया गया। नियोजक यह भी अस्वीकार करता है कि मनोज कुमार सम्मेलन या प्रवीप कुमार को सेवा में रखा गया हो। नियोजक के अनुमार विवाद रेलवे केजुआल लेवर यूनियन द्वारा स्पोन्सर्ड है जिसे इस विवाद को चलाना का है नहों है क्योंकि इनियत बैक में संबंधित नहीं है तथा यह बाद सात वर्ष बाद अस्तवंत बैरी से उत्पन्न हुआ है इसलिए भी बलने पोष्य नहीं है।

4. अपने कथनों के समर्थन में श्रमिक सत्योर प्रमाण गुप्ता ने स्वयं का शपथ पत्र प्रत्युत कर संस्थापित कराया जिससे नियोजक प्रतिनिधि ने जिरह की। इसके विपरीत नियोजक की स्फरण से श्री पी.सी. गोद्धा ने शपथ पत्र पेश किया जिससे श्रमिक प्रतिनिधि ने जिरह की। प्रलेखिक साक्ष्य में डब्ल्यू-12 एवं डब्ल्यू-2 कोठों प्रतिनिधि पेश हुए हैं तत्परतान में पत्तावली का निरीक्षण किया और पत्तकारों के प्रतिनिधियों को विस्तारपूर्वक सुना।

5. मैं सर्वप्रथम नियोजक प्रतिनिधि द्वारा उठाई गई प्रार्थिक आपत्ति का निपटान करता चाहूँगा।

6. नियोजक प्रतिनिधि की प्रयत्न आपत्ति यह थी कि यह विवाद रेलवे केजुआल लेवर यूनियन द्वारा स्पोन्सर्ड किया गया है जो नियोजक संस्थान से संबंधित नहीं है न ही नियोजक संस्थान का कोई श्रमिक उक्त यूनियन का सदस्य है। इसलिए उक्त यूनियन को विवाद छाड़ा करने का अधिकार नहीं है। हालांकि क्षेत्र के प्रतिदिल्लर में तो नियोजक प्रतिनिधि ने उपरोक्त आपत्ति का उल्लेख किया है परन्तु न तो नियोजक साक्षी श्री पी.सी. गोद्धा ने इस विन्दु बाबत अपने शपथ पत्र में उल्लेख किया है और न ही अधिक से प्रति परीक्षा में इस विषय में गुजारातामक प्रश्न किये हैं। तरफ के लिए यह मान भी नहीं कि प्रार्थी संस्थान का कोई अधिक रेलवे केजुआल लेवर यूनियन का सदस्य नहीं है तो भी इससे श्रमिक के कथनों पर प्रतिकूल प्रभाव नहीं पड़ता है क्योंकि आहं समर्पोत्तम अधिकारी के समक्ष उक्त यूनियन ने विवाद छाड़ा किया हो परन्तु केन्द्र सरकार ने न तो रैकर्फेस में रेलवे केजुआल लेवर यूनियन के नाम का उल्लेख किया है और न ही उक्त यूनियन की तरफ से तत्परतान कोई कार्यवाही की गई है। प्रार्थी इस न्यायालय में जो क्लेम पेश किया गया है वह श्रमिक सत्योर प्रसाद द्वारा ही प्रस्तुत किया गया है और प्रत्यापत्ति भी श्रमिक ने ही अपने प्रतिनिधि के द्वारा ऐसी की है। नियोजक प्रतिनिधि की तरफ से ए.प्रार्थी.पार. 1957 (एम सी) (532 तथा ए.प्रार्थी.पार. 19 (एम सी) 318 के न्याय दुष्टान्स का उल्लेख किया है जो विवाद पर लाग नहीं होते तत्प्रस्ताव और गिर किया गया है। नियोजक ने अपने प्रति उत्तर में उक्त तथ्यों बाबत स्पष्ट उत्तर नहीं दिया कि उक्त अवधि गोलमेल उत्तर दिया है कि उत दोनों को सेवा में कायम रखना गतव है। श्रमिक से भी प्रति परीक्षा में ऐसे सुझावात्मक प्रश्न नहीं किये गए कि उक्त

है कि धारा 2 (ए) लागू होने के उपरान्त सेवा मुक्ति विवाद श्रमिक स्वयं उठाने के सिए सधार है। इन परिस्थिति में नियोजक प्रतिनिधि की प्रथम आपत्ति निराधार मानते हुए खारिज की जाती है।

7. नियोजक प्रतिनिधि की दूसरी आपत्ति यह थी कि सेवा मुक्ति के सात वर्ष बाद यह विवाद छाड़ा किया गया है इसनिए प्रत्याधिक देशी होने में खारिज करने योग्य है। मैं उक्त तरफ से भी सहमत नहीं हूँ क्योंकि राज्य रकार को किसी विवाद को रेफर करने के लिए और कालाबद्ध नियावित नहीं है तथा जब एक बार भारत सरकार ने विवाद को निर्देशित कर दिया तो यह न्यायालय यह नहीं देख सकता कि तथाकथित निर्देश प्रत्याधिक विलम्बित होने से खारिज करने योग्य हो बल्कि न्यायालय का प्रत्येक निर्देश का उत्तर देना आवश्यक है। यह सही है कि श्रमिक की नेवा मुक्ति 18-12-81 को की गई थी और समझावा वार्ता में 11-2-86 को आवेदन दिया गया था। अधिक से अधिक उक्त अवधि के बेतन का भार नियोजक पर नहीं आना जा सकता और यह आपत्ति भी खारिज की जाती है।

8. जहां तक गुणावण का प्रसन है नियोजक भी यह स्वीकार करता है कि दिनांक 28-4-81 से 17-12-81 तक इस श्रमिक से 77 दिवस कार्य लिया गया है प्रतिस्थित पर उपलब्ध साक्ष्य से यह मिल है कि श्रमिक रो डूथी दैनिक बेतन पर आकस्मिक कर्मचारी के रूप में अपरासी के पद पर ली गई थी तथा जब कभी कोई अपरासी छुट्टी पर रहता था अपरासी कार्य अधिक होता था तो उससे कार्य लिया जाता था। निर्विवाद रूप से नियोजक ने दैनिक बेतन भोगी आकस्मिक चतुर्थ श्रेणी अपरासी को वरिष्ठता सूचा तैयार नहीं की। नियोजक प्रतिनिधि या यह घटना है कि ऐसा वरिष्ठता सूची तैयार करना अपेक्षित नहीं था। मैं उक्त तरफ से सहमत नहीं हूँ क्योंकि राजस्थान उच्च न्यायालय ने धरमपाल सिंह बनाम राजस्थान राज्य एस.बी. सिविल रिट पिटी, 3585/89 निर्णय दिनांक 13-11-90 द्वारा निम्न मत व्यक्त किया है —

“Whether a person has completed the service of statutory period or not he is entitled for the benefits mentioned in Sections 25G and 25H of the Act and as such if the retrenchment is to be made even of a person who has worked for less than the statutory period it has to be on the basis of ‘first come last go.’”

इसी प्रकार जरनल मैनेजर, उत्तरी रेलवे, डी.वी.सी.विलिंग रिट पिटीशन, नं. 218/90 निर्णय दिनांक 23-4-91 में भी मानीय छाड़ पीठ ने विभिन्न उच्च न्यायालयों के तथा उच्चतम न्यायालय के निर्णय के विवेषण उपरान्त राजस्थान बीओगिक विवाद नियमावादी के नियम-77 को मैनेटरी प्रकृति का होना चाहिया किया था और धारा 25 (जी) की गानना किये बिना श्रमिक की सेवा मुक्ति की अनुचित बताया है। नार्वर रेलवे इनाम सी.आर.टी. जयपुर, 1990 (1) आर.एल.डब्ल्यू. — 138 के न्याय शूटान्स में भी धारा 25 (जी) तथा नियम-77 की अनुपालन किये बिना नेवा मैनेजर नाम अनुचित माना है। उस दृष्टान्त में भी श्रमिक ने 240 दिवस कार्य नहीं किया था अतः उपरोक्त समस्त कारणों में जारी श्रमिक ने एक क्लेण्टर वर्ष में 240 दिवस की सेवा पूरी नहीं की हो और जारी उसकी नियुक्ति दैनिक बेतन पर आकस्मिक कर्मचारी के रूप में की गई हो उसकी सेवा मुक्ति के पूर्व वरिष्ठता सूची बनाना आवश्यक था।

9. श्रमिक ने बतेम में तथा अपने शपथ पत्र में भी वर्ज किया है कि सेवा मुक्ति के समय उसमें कनिष्ठ सर्वश्री मनोज कुमार को सेवा में कायम रखते हुए उसे हटाया गया था। नियोजक ने अपने प्रति उत्तर में उक्त तथ्यों बाबत स्पष्ट उत्तर नहीं दिया कि उक्त अवधि गोलमेल उत्तर दिया है कि उत दोनों को सेवा में कायम रखना गतव है। श्रमिक से भी प्रति परीक्षा में ऐसे सुझावात्मक प्रश्न नहीं किये गए कि उक्त

दोनों अधिकारी श्रमिक से कनिष्ठ नहीं हों। श्रमिक यह स्वीकार करता है कि दोनों व्यक्ति वर्षभान में रेप्यान्सर कार्यरत नहीं हैं। नियोजक साक्षी श्री गोधा ने उन दोनों व्यक्तियों को अधीनस्थ कर्मचारियों के रूप में नियुक्त करना अस्वीकार किया है, परन्तु इस संघर्ष में नियोजक के किसी प्रलेख को प्रस्तुत नहीं किया। चूंकि नियोजक साक्षी श्री गोधा ने संघर्षपत्र में अपने शपथ पर में ही यह दर्ज किया है कि भनोग कुमार यकैनन तथा प्रदीप कुमार को न तो नियुक्त किया गया और न ही सेवा मुक्त किया गया इसलिए उसकी उक्त अपार्टमेंट साक्षण पर विवाह नहीं किया जा सकता। नियोजक से यह अपेक्षा थी कि वह ब्लेम के प्रति उत्तर में भी उक्त व्यक्तियों को उल्लेख करता और श्रमिक में भी प्रतिपरीक्षा में उक्त विवाह के सुझावादात्मक प्राप्त करता तथा दिनांक 28-4-80 से 17-12-80 तक की अवधि में ऐनिक बेतन पर जो आक्रमिक चपरासी रखे गये थे उनका रिकार्ड प्रस्तुत करता। अतएव अधिकारी शपथ पर जो साक्षण वेणु ही है उससे यह निष्कार्य निकालता है कि 17-12-81 को जिस रोज श्रमिक को सेवा मुक्ति की गई श्रमिक से कनिष्ठ मनोज सकर्त्ता एवं प्रदीप कुमार नियोजक में ये इसलिए भी सेवा मुक्ति आदेश कार्यम नहीं रखा जा सकता।

10. बहस के दौरान नियोजक प्रतिनिधि का एक कथन यह था कि सेवा मुक्ति के उपरान्त से यह श्रमिक अस्वल्प नियोजित रहा है हालांकि ब्लेम के प्रति उत्तर में तो उक्त तर्क का उल्लेख नहीं है परन्तु नियोजक साक्षी श्री पी. सी. गोधा ने आरियन्टल आटोमोबाईल प्रार्थिट लि. बोकानेर में श्रमिक का कार्यरत रहना बताया है। प्रतिपरीक्षा में नियोजक साक्षी कहता है कि उसे यह पता नहीं कि श्रमिक ने उक्त कम्पनी में कब से कब तक कार्य किया। श्रमिक मतशीर प्रसाद गुप्ता प्रतिपरीक्षा में यह स्वीकार करता है कि उसने अरियन्टल आटोमोबाईल प्रा. लि. बोकानेर में काम सीखने के लिए नौकरी की थी परन्तु दृष्टिना होने से उक्त कंपनी ने उसे निकाल दिया। अधिकारी शपथ पर ऐसी साक्षण नहीं है जिससे यह निष्कार्य निकाले कि सेवा मुक्ति के दौरान कब से कब तक इस श्रमिक ने उक्त कंपनी में कार्य किया और कितनी राशि प्राप्त की। इसलिए यह सावित नहीं है कि श्रमिक मैनुफैश एम्प्लायमेंट में रहा हो। किसी भी सेवा मुक्ति कर्मचारी से यह अपेक्षा नहीं की जाती कि वे विवाहण के दौरान कार्यकर अपने परिवार का पालनपोषण न करे अतएव जाहे श्रमिक ने सेवा मुक्ति अवधि में कुछ अवधि कार्य किया हो इससे कोई प्रभाव नहीं पड़ता और मेरे समझ कोई तर्क प्रस्तुत नहीं किये गये, प्रति इस निर्देश का अधिनियम निम्न प्रकार से किया जाता है कि—

श्रमिक सतशीर प्रसाद गुप्ता दैनिक बेतन भोगी चपरासी की विवाह 18-12-81 से सेवा मुक्ति उचित एवं वैध नहीं है और इसे उक्त पद पर नियोजित घोषित किया जाता है। उसकी सेवा की निरन्तरता कायम रखी जाती है, परन्तु श्रमिक ने समझौता बाला में बाद 11-2-86 को उठाया था इसलिए उसे 18-12-81 से 31-12-85 तक भी अवधि का बेतन नहीं दिलाया जाता है और 1-1-86 से श्रमिक अपने पद का बेतन व अन्य सभी लाभ प्राप्त करने का अधिकारी है। इसे 100 रु. खर्चा मुकदमा दिलाया जाता है। नियोजक उक्त समस्त राशि अनन्दर तीन माह, जो कि प्रकाशन की दिनांक से माने जायें, अदा नहीं करेगा तो उक्त राशि पर 12 प्रतिशत प्रतिवर्ष की दर से अधिक अदा करेगा। उक्त आशय का अवाङ्म पारित किया जाता है जो केन्द्र सरकार को अंतर्गत धारा 17 (1) अधिनियम में जाये।

जगत सिंह, न्यायाधीश

[सं. एल - 12012/524/86 - झी - 2 (ए)]

का. प्रा. 260.—ओर्डरिंग विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैक के प्रबंधनक के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध निर्दिष्ट ओर्डरिंग विवाद में ओर्डरिंग विवाद के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार की 1-1-92 की प्राप्त हुआ था।

S.O. 260.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of UCO Bank and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबन्ध

केन्द्रीय ओर्डरिंग विवादिकरण, जयपुर

केस नं. मी. आई. टी. 80/1989

रैफरेंस : भारत सरकार, अप्र० मंत्रालय, नई दिल्ली की अधिसूचना सं. एल - 12012/882/88 - झी - 2 (ए) दिनांक 8 अप्र०स्त, 1989
श्री रमा शंकर पुत्र श्री गणपति लाल जोशी, निवासी छाता हाउस, चांदपोल गेट, बाहर जयपुर।

—प्रार्थी

बनाम

व्यवस्थापक, यू. को. बैक, बनी पार्क, जयपुर (राजस्थान)

—प्रप्रार्थी

उपस्थिति

माननीय श्री जगत सिंह, न्यायाधीश, आर. एच. जे. एस.

प्रार्थी की ओर से :

श्री जे. एस. शाह

प्रप्रार्थी की ओर से :

श्री मानसिंह गुप्ता

दिनांक प्रबार्द्ध :

5-10-91

प्रबार्द्ध

भारत सरकार ने अपनी उपरोक्त अधिसूचना द्वारा निम्न विवाद इस न्यायाधिकरण को अधिनियमार्थ अन्तर्भूत धारा 10 (1) (बी) ओर्डरिंग विवाद अधिनियम प्रेषित किया है:

“Whether the action of the management of UCO Bank in terminating the services of Shri Rama Shankar and no considering him for further employment while recruiting fresh hands under Section 25H of the ID Act is justified? If not to what relief is the workman concerned entitled?”

2. श्री रमा शंकर, जिसे तत्प्रकार प्रार्थी श्रमिक कहकर संबोधित किया गया है, ने अरिये फ्लैट प्रकट किया कि उसकी नियुक्ति दैनिक बेतन भोगी पीजोन के पद पर 15-7-85 को प्रार्थी द्वारा की गई थी और उसे 16-8-87 तक प्रतिवित के हिसाब से बेतन मिल रहा था तथा उसे 14-8-87 तक लगातार सेवा की थी परन्तु 15-8-87 से प्रप्रार्थी ने ने उसे सेवा मुक्त कर दिया। सेवा मुक्ति आदेश न तो लिखित में दिया और न ही कोई कारण बताया। नोटिस प्रथवा नोटिस के एवज में बेतन धा छंटनी का भुगतान भी नहीं दिया। इस प्रकार धारा 25-एक अधिनियम की अवहेलना की।

3. प्रार्थी श्रमिक कहता है कि सेवा मुक्ति के समय बरिष्ठता सूची नहीं बनाई और उससे कमिष्ट व्यक्तियों को सेवा मुक्त नहीं किया गया है तथा सेवा मुक्ति के उपरात दैनिक बेतन भोगी पीजोन के पद पर नहीं नियुक्तियों भी की गई हैं और उसे सूचना तक नहीं दी गई। इसलिए धारा 25-जी और 25-एव का भी उल्लंघन हुआ है। प्रार्थी श्रमिक की प्रार्थना है कि सेवा मुक्ति आदेश आपास्त किया जावे और उसे दैनिक बेतन भोगी पीजोन के पद पर नियोजित मानते हुए 15-8-87 से अब तक का बेतन व अन्य सभी लाभ दिलाये जायें।

4. प्रप्रार्थी नियोजक ने जरिये प्रत्यक्षर क्लैम के लियां का अस्वीकार किया है और कहा है कि प्रार्थी को दैनिक बेतन भोगी के रूप में नहीं लगाया गया बल्कि उसे केवल माल घंटे, आधे घंटे या उल्लंघन भर कार्य करने के लिए लगाया गया था जो पूर्ण रूप से आक्रमिक कार्य होता था, उसकी हाजिरी उपस्थिति पंचिका में नहीं होती थी, उसके बेतन का भुगतान भी सेली आकाउंट से नहीं होता था बल्कि विविध खाते से उसे भुगतान किया जाता था, इसलिए प्रार्थी ओर्डरिंग विवाद अधिनियम 1947 के

के अन्तर्गत श्रमिक नहीं था। नियोजक यह भी कहता है कि प्रार्थी श्रमिक को सेवा मुक्त नहीं किया गया बल्कि जब कभी भी आकस्मिक कार्य होता उमे उस कार्य के लिए अंशकालीन रूप में लगा लिया करते थे। उक्त कार्य स्थाई प्रकृति का नहीं था, उससे कनिष्ठ श्रमिक कार्यरत नहीं हैं तथा धारा 25-एफ 25-जी व 25-एच की अवधेलना नहीं हुई है। बैंक में विधि के अनुसार मोम्प अधीयायियों को योग्यता के आधार पर चयनित करने के पश्चात नियुक्ति दी गयी है। शायद प्रबंधक को नियुक्ति देने का अधिकार नहीं है। नियोजक यह अस्वीकार करता है कि 15 जुलाई 1985 में 14-8-87 तक श्रमिक ने बैंक में अंशकालीन दैनिक बेतन भोगी कार्यकर्ता के रूप में कार्य किया है परन्तु उक्त कार्य आधा घंटे से लेकर देह घंटे तक ही था और आकस्मिक प्रकृति का कार्य था इसलिए धारा 25-एफ, 25-जी और 25-एच लागू नहीं होता है तथा नियोजक ने श्रमिक को नोटिस अवधा उसके एवज में नोटिस बेतन अवधा छठनी मुआवजा देना आवश्यक नहीं समझा।

5. अपने कथनों के समर्थन में प्रार्थी रमा शंकर ने स्वयं का शपथ पत प्रस्तुत कर सत्यापित कराया जिससे नियोजक प्रतिनिधि ने जिरह की। प्रार्थिक साक्ष्य में प्रवर्द्ध डब्ल्यू-1 लगायत डब्ल्यू-4 पेश किया। इसके विपरीत नियोजक की तरफ से श्री गोपीचन्द्र, इन्वी भीक आफीसर का शपथ पत पेश किया है जिससे श्रमिक प्रतिनिधि ने जिरह की है। तत्पश्चात मैंने प्रकावली का निरीक्षण किया तथा पक्षकारों के प्रतिनिधियों को विस्तारपूर्वक सुना।

6. प्रार्थी श्रमिक ने कलेम की तरह ही अपने शपथ पत में भी बयान दिया है कि उसने 15-7-85 से 14-8-87 तक सगतार दैनिक बेतन भोगी पीड़ीन के पत पर अप्रार्थी बैंक में काम किया और इस प्रकार उसने एक कलेण्डर वर्ष में 240 दिवस से अधिक की सेवा पूर्ण कर ली थी। नियोजक साक्षी श्री गोपीचन्द्र प्रति परीक्षा में स्वीकार करता है कि 15-7-85 से 17-7-86 तक इस श्रमिक ने 252 दिवस काम किया है जिसमें सर्वे भागिल नहीं है। इस प्रकार अभिलेख पर उपलब्ध साक्ष्य से यह साबित है कि श्रमिक ने एक कलेण्डर वर्ष में 240 दिवस से अधिक सेवा पूरी कर ली थी। अप्रार्थी नियोजक ने कलेम के प्रत्युत्तर में तो यह दर्ज किया है कि श्रमिक से कराया गया काम अंशकालीन प्रकृति का था और सभे आधा उंट से लेकर देह घंटे तक ही रोजाना कार्य किया जाता था, ऐसा ही नियोजक साक्षी श्री गोपीचन्द्र ने भी अपने शपथ पत में दर्ज किया है परन्तु समझौता अधिकारी के समक्ष नियोजक ने ऐसा कोई कायल नहीं किया। इस विषय में समझौता अधिकारी के समक्ष नियोजक पता ने दिनांक 20-1-88 को व तत्पश्चात् दिनांक 16-8-88 को प्रार्थना पत पता किए थे, उनकी फोटो प्रतियां अभिलेख पर उपलब्ध हैं, इसमें नियोजक की तरफ से यह वर्ज नहीं किया गया कि श्रमिक से अंशकालीन कार्य कराया गया हो अथवा उसे कभी भी आवेद घंटे से लेकर देह घंटे ही कार्य कराया हो; यहां तक कि श्रमिक भी रमा शंकर से भी प्रति परीक्षा में इस विषय के सुझावात्मक प्रश्न नहीं किए गए। यह उल्लेखनीय है कि श्रमिक से यात्रा आधा घंटे से देह घंटे कार्य कराया गया हो, इस बात को साबित करने के लिए नियोजक की ओर से किसी प्रकार का कोई प्रलेख पेश नहीं हुआ है। इसलिए नियोजक साक्षी श्री गोपीचन्द्र के अपुष्ट कथनों पर विश्वास नहीं किया जा सकता और यह साबित नहीं है कि श्रमिक से केवल अंशकालीन कार्य ही कराया गया हो अर्थात् रोजाना आधे घंटे से देह घंटे तक ही कार्य किया हो।

7. अभिलेख पर उपलब्ध साक्ष्य से यह माना गया है कि एक कलेण्डर वर्ष में 240 दिवस से अधिक सेवा श्रमिक ने कर ली थी फिर भी धारा 25-एफ के प्रावधानों का लाभ नहीं दिया गया अर्थात् न तो उसे नोटिस दिया गया और ना ही नोटिस के एवज में एक माह का बेतन दिया गया यहां तक कि छठनी भता भी नहीं दिया इसलिए सेवा मुक्त आदेश 15-8-87 प्रारंभ से ही गून्य (बोइंग-एच-एसीशियों) ही जाता है।

8. श्रमिक ने अपने रिपोर्टर दिनांक 30-4-90 की बरण सं. 7 में दर्ज किया है कि उसकी सेवा मुक्ति के उपरान्त सर्वश्री भग्नार व जयहुत कर्मचारी दैनिक बेतन पर कार्य कर रहे हैं जिन्हें प्रार्थी की सेवा मुक्ति के बाद नियुक्त किया गया है। शपथ पत पत की बरण मंख्या 5 में भी श्रमिक ने उक्त तथ्यों का उल्लेख किया है फिर भी उससे इस विषय में विशेष प्रति-परीक्षा नहीं की गई। हालांकि नियोजक साक्षी श्री गोपीचन्द्र ने अपने शपथ पत की बरण सं. 5 में दर्ज किया है कि श्रमिक को सेवा मुक्ति के उपरान्त सर्वश्री रामनिवास, महेश्वर कुमार, जे.एम. पुरोहित, जयसिंह एस.एस. बाजावत व सुनील कुमार को नहीं रखा परन्तु इस विषय में संबंधित रिकार्ड नियोजक की तरफ से देश नहीं किया गया। दिनांक 30-4-90 को श्रमिक की तरफ से उक्त रिकार्ड पेश करने की घर्जी पेश की गई थी और ग्राम्यासय में पक्षकारों को सुनने के उपरान्त दिनांक 24-9-90 को उक्त प्रलेख पेश करने का आदेश नियोजक को दिया गया, अनेकों अवसर नियोजक ने प्रलेख पेश करने के लिए लिए थे परन्तु 11-3-91 को नियोजक के प्रतिनिधि ने प्रकट किया कि उनके पास प्रलेख नहीं है तथा न्यायालय द्वारा आदेश देने के उपरान्त भी उक्त विषय में किसी का शपथ पत पेश नहीं किया गया। नियोजक से अपेक्षा भी कि वह शपथ पत द्वारा यह प्रकट करते कि जाहा गया प्रलेख उनके पास क्यों नहीं उपलब्ध है जिसके प्रभाव में यही निष्कर्ष निकलता है कि संभवतः उक्स प्रलेख नियोजक के विफ़द्द जा रहा था अतः नियोजक ने उसे पेश नहीं किया कालास्कप पेश नहीं करने को बाबत नियोजक के विफ़द्द “एडवर्स इफ़रेंस” भी निकाली जाती है और इस प्रकार नियोजक ने धारा 25-एफ अधिनियम का भी उल्लंघन किया है।

9. श्रमिक प्रतिनिधि ने बहस के दौरान प्रकट किया कि सेवा मुक्ति से पूर्व वरिष्ठता भूमि नहीं बनाई गई तथा नियोजक पत के प्रतिनिधि भी उक्त तथ्य को स्वीकार करते हैं इसलिए धारा 25-जी एवं नियम 22 की भी अवधेलना होती है।

10. नियोजक प्रतिनिधि ने बहस के दौरान प्रकट किया कि सेवा मुक्ति के उपरान्त 12-10-89 को नियोजक तथा श्रमिक संघ के साथ एक समझौता हो गया है जिसकी अनुपालनता में 19-10-89 को नियोजक ने एक पत प्रसारित किया था, जिसकी फोटो प्रति प्रवर्ग एम-1 पेश की गई है जिसके प्रभुतार भी सेवा मुक्ति कर्मचारियों को नहीं दिया जा सकता। मैं नियोजक प्रतिनिधि के उक्त तर्क से सहमत नहीं हूँ क्योंकि तथाकथित समझौता तथा उसके अन्तर्गत जारी पत प्रदर्श एम-1 से इस श्रमिक की सेवा मुक्ति के विवाद का निपटाया नहीं किया जा सकता। यह विवाद किसी कर्मचारी संघ द्वारा भी नहीं उठाया गया है बल्कि श्रमिक ने स्वयं ने अपनी सेवा मुक्ति का विवाद उठाया है तथा संबंधित सरकार द्वारा निर्देश पठाने के उपरान्त कर्मचारी संघ इस विषय में कोई समझौते नियोजक से करने में सक्षम नहीं था। तथा कथित समझौते में भी इस कर्मचारी के विवाद बाबत कोई उल्लेख नहीं है। अतः प्रत्येक दूटिकोण से परखने पर सेवा मुक्त आदेश कायम नहीं रखा जा सकता, जिसे अपास्त किया जाता है और श्रमिक रमा शंकर को दैनिक बेतन भोगी पीड़ीन के पत पर नियोजित घोषित किया जाता है। उसको सेवा की निरतता कायम रखी जाती है और उसे 15-8-87 से उक्त पत का बेतन व अप्य सभी नाम दिनाये जाते हैं। 100/-रुपये वर्षा मुक्तदमा भी दिलाया जाता है। नियोजक अंदर तीन माह उक्त राशि आवा नहीं करेगा तो 12 प्रतिशत प्रति वर्ष की दर से ब्याज भी देना पड़ेगा।

11. उक्त आशय का अवाड़े पारित किया जाता है जो भारत सरकार को प्रकाशनार्थ नियमानुसार भेजा जाये।

जगत मिह, न्यायालीक्ष

[सं. एल-12012/882/88-सी-2(ए)]

का. आ. 261.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ीदा के प्रबन्धनकार्ता के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निश्चिट श्रीयोगिक विवाद में श्रीयोगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Bank of Baroda and their workmen, which was received by the Central Government on 1-1-1992.

केन्द्रीय श्रीयोगिक व्याधिकरण, जयपुर

केम नं. सी. आई. टी. 46 / 1991

रेफरेंस: भारत सरकार, अम मंत्रालय, नई दिल्ली का आवेदा
अमांक एल 12012 / 119 / 91 आई आर बी दि. 29-9-91

श्री श्री. पाल, वैरय मार्केट जनरल मैनेजर बैंक आफ बड़ीदा कर्मचारी यूनियन, जयपुर।

प्रार्थी

बनाम

एक आफ बड़ीदा, जयपुर।

प्रत्यार्थी

उपस्थित

माननीय व्याधीश श्री जगतसिंह, प्रार. एच. जे. एम.

प्रार्थी की ओर से कोई हाजिर नहीं
प्रप्रार्थी की ओर से
दिनांक अवार्ड: 22-10-1991

अवार्ड

फरीकेन की ओर से कोई हाजिर नहीं है। आज यह केम यूनियन की ओर से स्टेटमेंट आफ कलेम पेण करने हेतु नियुक्त था किन्तु ना सो कोई कलेम पेण हुआ है और ना ही कोई उपस्थित आया ऐसा लगता है कि यूनियन अब इस सामने में कोई सुविधा नहीं रखती है। अतः इस प्रकरण में नो डिस्पूट शब्दां परिनियत किया जाता है जो भारत सरकार को नियमानुसार प्रकाशनर्थे भेजा जाये।

जगत सिंह, व्याधीश

[सं. एल 12012 / 119 / 91 आई - 2 (ए)]

का. आ. 262.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रनुसरण में, केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबन्धनकार्ता के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निश्चिट श्रीयोगिक विवाद में श्रीयोगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 1-1-92 को प्राप्त हुआ था।

S.O. 262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Punjab National Bank and their workmen, which was received by the Central Government on 1-1-1992.

अनुबंध

केन्द्रीय श्रीयोगिक व्याधिकरण जयपुर

केम नं. सी. आई. टी. 61 / 90

केन्द्रीय सरकार अम मंत्रालय की अधिसूचना

मं. एल. 12012 / 11 / 90 आई आर सी-11 दि. 29-8-90

श्री हरी प्रसाद पूर्व श्री हतुमान प्रसाद रेंजेंड आफ
वार्ड नं. 31 सीकर, राजस्थान

बनाम

आच भैनेजर, पंजाब नैशनल बैंक, सीकर,

रोजनत मैनेजर, पंजाब नैशनल बैंक धीरगांठनार

उपस्थिति

कोई हाजिर नहीं

श्री के. एन. द्विवेदी

29-9-91

अवार्ड

अधिक पथ की ओर से

नियोजक पथ की ओर से

दिनांक अवार्ड:

श्री के. एन. द्विवेदी विवादी वैक को ओर से उपस्थित हैं। प्रार्थी की ओर से कोई हाजिर नहीं है प्रार्थी की दिनांक 29-10-90 से निर्णय लेने पेण करने का अवसर दिया जा रहा है। अब समय दिया जाता उचित नहीं है ऐसा प्रतीत होता है कि इस प्रकरण में प्रार्थी स्वीकार नहीं ले रहा है और न ही लेने पेण कर रहा है अतः इस प्रकरण में नो डिस्पूट अवार्ड पास किया जाता है जो केन्द्रीय सरकार को प्रकाशनर्थे भेजा जाये।

अगत सिंह, व्याधीश

[सं. एल. 12012 / 11 / 90 आई - 2 (ए)]

नई दिल्ली, 9 जनवरी, 1992

का. आ. 263.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रनुसरण में केन्द्रीय सरकार सेन्ट्रल बैंक आफ इन्डिया के प्रबन्धनकार्ता के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निश्चिट श्रीयोगिक विवाद में श्रीयोगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 1-1-92 की प्राप्त हुआ था।

New Delhi, the 9th January, 1992

S.O. 263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Central Bank of India and their workmen, which was received by the Central Government on 1-1-1992.

अनुबंध

केन्द्रीय श्रीयोगिक व्याधिकरण, जयपुर

केन्द्रीय सरकार अम मंत्रालय की अधिसूचना संख्या

एल 12012 / 132 / 89 आई - 2 (ए) दिनांक 19-8-89

राज. बैंक एम्प्रोफिल्स पुनियन अजमेर

बनाम

सेन्ट्रल बैंक आफ इन्डिया, जयपुर

उपस्थिति

श्री सी. श्री. चतुर्वेदी

श्री श्री. एम. शर्मा

9-4-91

अवार्ड

श्री सी. श्री. चतुर्वेदी यूनियन को ओर से तथा श्री श्री. एम. शर्मा विवादी की ओर से उपस्थित हैं श्री चतुर्वेदी ने एक ममता

पेश कर आहिर किया कि इस प्रकरण में आगे कार्रवाही नहीं करता चाहते हैं यत् इस प्रकरण में गो डिस्ट्रिक्ट अवार्ड पास किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थे भेजा जावे।

जगत सिंह न्यायाधीश

[म. एल. 12012/132/89 धी - 2 (ए)]

का. आ. 264.—भौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय जीवन बीमा नियम के प्रबन्धनत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट भौद्योगिक विवाद में भौद्योगिक अधिकरण जयपुर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 264.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Life Insurance Corporation of India and their workmen, which was received by the Central Government on 1-1-1992.

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

कोम नं. मी. आई. धी. 17/90

केन्द्रीय सरकार अम मंत्रालय की अधिसूचना संख्या :
एल. 12011/39/89—आई आर. (धी.)—पि. 15-2-90
दुर्गालाल सुपूर्ण श्री धार्घुराम प्रजापति या अंथ पो
सेलमपुर पठानों की जिला सराईमाधोपुर

बनाम

प्रभारीय प्रबन्धक, भारतीय जीवन बीमा नियम,
जयपुर।

उपस्थिति

अधिक पक्ष की ओर से :	कोई हाजिर नहीं
नियोजक पक्ष की ओर से :	श्री एम. श्री. अग्रवाल
विवाद अवार्ड :	23-4-91

प्रवाद

श्री एम. श्री. अग्रवाल विधी की ओर से उपस्थित है। प्रार्थी की ओर से कोई हाजिर नहीं इस कर्वे ग्रहकाम लिखे जाने के बाद श्रीमति भाया बंसल प्रार्थी की ओर से हाजिर आई श्री मति बंसल आज भी बलेम पेश करने के लिए अवसर चाहती है। प्रार्थी को दिनांक 9-4-90 से निरन्तर समय दिया जा रहा है अब समय दिया जाना उचित नहीं है अतः इस प्रकरण में नो डिस्ट्रिक्ट अवार्ड पास किया जाता है जो केन्द्रीय सरकार को प्रकाशित करती है, जो केन्द्रीय सरकार दो 18-1-92 को प्राप्त हुआ था।

जगत सिंह, न्यायाधीश

[म. एल. 12011/39/89 धी - 2 (ए)]

का. आ. 265.—भौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू इंडिया परम्परेस कम्पनी लि. के प्रबन्धनत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निविष्ट भौद्योगिक विवाद में भौद्योगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार दो 18-1-92 को प्राप्त हुआ था।

S.O. 265.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of New India Assurance Company Limited and their workmen, which was received by the Central Government on 1-1-1992.

अनुबंध

केन्द्रीय भौद्योगिक न्यायाधिकरण, जयपुर।

पेंग नं. मी. आई. धी. 134/89

रेफरेंस भारत सरकार, अम मंत्रालय नई विधी का आदेश क्रमांक
एल 17011/37/89 आई.आर. (धी) पि. 4-12-89

श्री किणन गोपाल थानवी पुत्र श्री मदन गोपाल थानवी जाति
भाष्यण निवारी मूर्खों के गर्व नव चैकिया जोधपुर (राजस्थान)
प्रार्थी

बनाम

1. एरिया मैनेजर, दी न्यू इंडिया परम्परेस कम्पनी लि., गुलाब
भवन (पिछली बिल्डिंग) 6, बहादुर शाह जफर मार्ग
नई दिल्ली।

2. इंडियनल मैनेजर, दी न्यू इंडिया परम्परेस कम्पनी लि.
पि. 465, थां रोड, सरसारारा, जोधपुर (राज.)
डिलीजनल मैनेजर, दी न्यू इंडिया परम्परेस कम्पनी लि
पि. बास्स नं. 193, संगार चन्द्र रोड, जयपुर
(राज.)

भौद्योगिक

उपस्थिति

माननीय न्यायाधीश जगत सिंह धी. आर. एच. जे., पि.

प्रार्थी की ओर से :

श्री राजेन्द्र शर्मा

प्रभारी की ओर से :

श्री मान सिंह

दिनांक प्रवाद :

22 नवम्बर, 1991

अवाद

केन्द्रीय सरकार, अम मंत्रालय नई विधी ने अपने उपरोक्त आदेश
द्वारा निम्न विवाद इस न्यायाधिकरण को बास्ते अधिनियम भौद्योगिक
विवाद अधिनियम, 1947 की धारा 10(1)(क) के अन्तर्गत प्रेषित किया
है।

"Whether the action of the management of New India Assurance Company Ltd., Jaipur in terminating of services of Shri Krishna Gopal Thanvi, Junior Inspector w.e.f. 19-10-1981 is justified? If not, to what relief the workman concerned is entitled?"

अधारी द्वारा प्रेषित के रूप में जयपुर प्रेत्र के अन्तर्गत की गई थी। उसके कार्य से संतुष्ट होकर अधारी ने 15-12-78 बो ऊपे बीकानेर थेल के हंसपेक्टर के अधीन जूनियर हंसपेक्टर के पद पर नियुक्त किया जिस पद पर उसने 19-12-78 से कार्य करना शुरू कर दिया। तत्पचात् 10-1-79 को अधारी म. 1 ने एक पत्र जारी किया जिसके अनुसार 18-12-78 से प्रार्थी की नियुक्ति जूनियर हंसपेक्टर के पद पर मानसे हुए उसे एक वर्ष के प्रोबेशन काल पर रखा गया तथा वह केवल नौन ट्रेडीशनल विजिनेस (एन.टी.बी.) ही कर सकता था और प्रोबेशन काल में उसे 250 रु. प्रति माह ही प्रार्थी काल की कटोनी 10 रुपये प्रति माह होती थी तत्पचात् 5-9-79 के पत्र द्वारा उसे 50 रुपये प्रति माह कार्यविनियम प्रलाभी दिया गया। प्रार्थी का कहना है कि हालाकि उसने 18-12-78 से 17-12-79 तक संतोषनक कार्य किया था और अपने टार्गेट पूरे कर लिये थे फिर भी 9-2-80 के पत्र द्वारा 29-2-80 से उसकी सेवाएँ समाप्त कर दी गयी प्रोबेशन कार्य में टार्गेट पूरे नहीं करना बताया गया। प्रार्थी ने उस प्रावेश के विषय प्रधीन क्रमनुसार की ओर से भी अवधिकारियों को सही लक्ष्यों में अवधारणा कराया इसलिए

23-4-80 के आदेश द्वारा उसको सेवा समाप्त कर दी गई और उसे जनियर इंस्पेक्टर के पद पर पुनः नियुक्त कर दिया गया। जिभका अनुबालन में 5 मई, 1980 को प्रार्थी ने पुनः कार्य करना प्रारम्भ कर दिया। 28 फरवरी, 1980 से 4 मई, 1980 तक का प्रार्थी का कार्यकाल बिना बैठन माना गया। प्रार्थी का कहना है कि 26-5-81 के पत्र द्वारा अप्रार्थी स. 1 ने प्रार्थी को 05 मई, 1980 से 4 मई, 1981 तक की अधिकारी के लिए प्रोवेशन काल बढ़ा दिया और उसका बैठन 500-रुपये प्रति माह कर दिया जिसमें से 25 रुपये श्रति माह पा.एफ. व कॉमिला वैश्वन को कटौतियाँ भी हांहां थीं। प्रार्थी कहता है उसने 5 मई, 1980 से 4 मई, 1981 तक बढ़ाये हुए प्रोवेशन काल में भी पूरा टार्गेट दिया और संतोषजनक कार्य किया तथा 4 मई, 1981 से उसका सेवा का कान्फ्रेंसेन होना था जिस बाबत अप्रार्थीयन ने उसे मौखिक रूप से आवश्यकता भी किया था। 4 मई, 1981 के उपरान्त भी प्रार्थी जूनियर इंस्पेक्टर के पद के नियमत रूप से कार्य कर रहा था परन्तु अप्रार्थी स. 1 ने 30-9-81 के आदेश द्वारा 19-10-81 से प्रार्थी का सेवाएं समाप्त कर दी जिसके द्वारा भी यह बताया कि बढ़े हुए प्रोवेशन काल में भी प्रार्थी ने अपने टार्गेट पूरे नहीं किये हैं। प्रार्थी अभिक कहता है कि उसने अप्रार्थी के यहाँ 18-12-78 से 19-10-81 तक लक्षातार कार्य किया है परन्तु फिर भी उसे 19-10-81 को सेवा पूरक करने समय तो एक माह का नोटिस किया, न नोटिस के एवज में एक माह का बेतन किया यहाँ तक कि छांटों का भुग्तावा भी नहीं किया। नियोजक द्वारा एक माह का नोटिस बैठन तो 3 जनवरी, 1982 को किया गया है जो कलन 19-10-81 को हो देना अपेक्षित था। अभिक कहता है कि उसने 19-10-81 के आदेश के विशद भी अपाल प्रस्तुत का था परन्तु वह अपाल की कार्यवाही का इंद्रजार है। करता रहा और अपने को बार र्गजस्टर्ड पत्रों द्वारा भी सम्पर्क स्थापित किया परन्तु उसे मौखिक आवश्यक दिया भया कि उसकी सेवाएं पुनः बहाल कर दी जायेंगी। अंतो-गत्वा अपाल पर जब कोई कार्यवाही नहीं हुई तो नवम्बर, 1988 में समझौता बार्मा प्रारम्भ की गई। अभिक कहता है कि अनुसार अभिकारों के समक्ष नियोजक का कथन था कि वह धारा 2-एफ के अनुसार अभिक का परिषिक्षण में नहीं आता क्योंकि वह इंस्पेक्टर के पद पर कार्यकर का। इस विषय में भी अभिक ने अपने कलेज में दर्ज किया है कि वह कागों भी इंस्पेक्टर के पद पर नियोजित नहीं रहा न ही कार्यकर रहा बल्कि 13-12-78 से 19-10-81 से जूनियर इंस्पेक्टर के पद पर कार्यकर था। जिस तथ्य को अप्रार्थीयन भी अच्छा नहीं से जानते थे। अभिक के अनुसार इंस्पेक्टर के पद व जूनियर इंस्पेक्टर के पद में बहुत अन्तर है तथा नियोजक ने अपने सभी आदेशों में अभिक को जूनियर इंस्पेक्टर ही उन्नेख किया है और उसे पद का कार्य अभिक से करवाया है। अभिक की प्रार्थना है कि 30-9-81 का सेवा समित का आदेश नियम किया जाये तथा नियन्त्रक सेवा में बहाल करने हुए बेतन सहित सभी लाप्त विवाये जावें।

3. अप्रार्थीयन ने जरिये संयुक्त प्रत्यक्षर प्रारंभिक आपति प्रस्तुत धारा 2(एस) के अनुसार कर्मकार की परिषिक में आता है। उसके द्वारा धारित पद इंस्पेक्टर के समक्ष पद था जो पद विपक्षीयन के यहाँ संकेत अलास आकिसर का अंजाम भी आता है इसलिये विवाद चलते योग्य नहीं है। नियोजक यह भी कहता है कि 30-9-81 के आदेश द्वारा सेवा समाप्त का गई थी। जिसके करिक भात वर्ष बाबत यह विवाद सर्वप्रथम उठाया गया है इसलिये भियाद बाहर होने से चलने योग्य नहीं है। नियोजक के अनुसार अभिक ने प्रोवेशन पोरियड में अपने टार्गेट पूरे नहीं किये और उसका कार्य संतोषजनक नहीं रहा तथा नियुक्त शर्तों के मुताबिक उसने लाईसेन्सेट/इंस्पेक्टर परीक्षा पास नहीं की। इसलिये उसकी सेवा मुक्ति छेत्री की परिषिका में नहीं आती है। गुणवाण पर नियोजक का कहना है कि प्रार्थी की नियुक्ति 10-1-79 के आदेश द्वारा जूनियर इंस्पेक्टर के पद पर हुई थी और 18-12-78 प्रार्थीवात माना गई। प्रोवेशन काल में उसे 250 रुपये स्टाइकेट मिलता था और 35,000 रुपये का एक बर्ष में उसे नेशनल ट्रॉफीशनल

विजेन्स (एन.टी.बी.) देना था साथ ही लाईसेन्सेट इंस्पेक्टर की परीक्षा भी पास करना अनिवार्य था। प्रोवेशन अवधि में उसका कार्य संतोषजनक नहीं रहने से ही उसे सेवा मुक्त किया गया जिस पर विशालीय अपाल में उसके प्रति सहानुभूतिपूर्ण स्व अपनाकर पुनः नियुक्त की गई और 5-5-80 से 4-5-81 तक उसका प्रोवेशन पोरियड बढ़ाया गया जिन दौरान प्रार्थी अभिक को 20,000 रुपए का नेशनल ट्रॉफीशनल विजेन्स व 30,000 रुपए का ट्रॉफीशनल विजेन्स का लक्ष्य पूरा करना था। जो प्रार्थी अभिक ने पूरा नहीं किया। प्रार्थी द्वारा 63,000 रुपये का प्रभियम टार्गेट अंजित करना गलत है, उस राशि में 20,000 रुपये की राशि को प्रभियम राशि जो सेन्ट्रल कोम्पारेटिव बैंक ऑफ़ बैंकों ने सेन्ट्रल मास्टर पालिसी के अधीन दिये गये विजेन्स से संबंधित थी। वह विजेन्स प्रार्थी के किसी प्रधास का परिणाम नहीं था अपितृसंबंधित डिवीजनल आफिस के अधिकारियों के अपने प्रधास से वह विजेन्स कम्पनी की मिला था। इस विजेन्स प्रभियम का निक्षिप्त प्रार्थी नहीं न सकता। अभिक का कार्य प्रोवेशन के द्वारा न संतोषजनक नहीं रहा जिस बाबत पत्र दिनांक 30-7-80, 28-11-80, 10-12-80, 26-12-80, 2-1-81, 11-2-81 तथा 13-2-81 द्वारा अभिक को सूचित कर दिया गया था कि उसने विजेन्स टार्गेट पूरा नहीं किया था और न ही नाईसेन्सेट इंस्पेक्टर का पराशा पास का फलस्वरूप 30-9-81 के आदेश द्वारा अभिक की सेवा समाप्त करने पड़े। नियोजक के अनुसार आपाल प्रार्थी को बीकानेर आफिस द्वारा 5-11-81 की नोटिस बैठन आफर किया गया था परन्तु उसने नेते से इंकार कर दिया इसलिए कोटा आफिस से प्रार्थी को बीकानेर के पते पर 10-11-81 को रजिस्टर्ड ए.डी. द्वारा नोटिस बैठन के 500/- रुपए का ट्राइट भेजा गया जो राशि वापस आ गई इस पर उदयपुर आफिस द्वारा 31-12-81 को जयपुर के पते पर प्रार्थी को 500/- रुपये नोटिस बैठन के व 152/- रुपये बोनस के भेजे गये जो उसे 3-1-82 को प्राप्त हो गये। प्रार्थी का कभी भी कोई आवश्यकता नहीं दिया गया और उपर्युक्त सेवा समाप्ति नियुक्त शर्तों के मुताबिक की गई है इसलिये वह किसी अनुसार का अधिकारी नहीं है।

4. प्रार्थी द्वारा प्रप्रार्थीयन की प्रारंभिक आपालियों का जबाबद जाबाब भी प्रस्तुत किया गया है जिसके अनुसार भी उसने स्वयं की कर्मकार की श्रेणी में आता का ही उन्नेख किया है कि वह सबसे कम बैठन प्राप्त करने वाला कर्मचारा था, उसका कार्य साधारण थीका व्यवहार का विकास करना था जो प्रबन्ध की परिषिका में नहीं थाता, उसे राशि आहरण एवं विवरण करने का अधिकार नहीं था ताकि नहीं किसी कर्मचारा का नियुक्ति के लिये वह अधिकृत था और बारा 25-एक कर्मचारियों की पात्रता किये जाते उसका सेवा मुक्ति की गई है जो स्थित ही अनुचित एवं अवैध है। प्रार्थी के अनुतार उसके प्रोवेशन काल तक नियुक्ति टार्गेट पूरा किया था, बीकानेर सेन्ट्रल कोम्पारेटिव बैंक से 20,000 रुपये प्रभियम की केटल मास्टर पालिसी की राशि उसी के प्रधासों से प्राप्त की गई थी।

5. प्राप्त कथनों का सार्वित करने के लिये प्रार्थी अभिक ने स्वयं का ग्राथ पत्र भेजा जिसके नियोजक प्रतिनिधि ने जिरह की है और प्राप्तिक साक्ष में ग्राथ इन्व्यू-1 लगायत इन्व्यू-12 फोटो प्रतिकारों पर हुई है। इसके विपरीत नियोजक को नरक से बोयू.से. प्रधान बरिष्ठ मण्डल प्रबन्धक ने ग्राथ पत्र भेज किया है जिससे अभिक प्रतिनिधि ने जिरह को है और प्राप्तिक साक्ष में एम-1 लगायत एम-25 फोटो प्रतिकारों पर हुई है, तथा बारा 25-एक कर्मचारी को विस्तार पूर्वक सुना।

6. नियोजक का प्रायमिक आपति प्राप्त है कि प्रार्थी तक जबलास आफिस की श्रेणी में आता है उसका पद इंस्पेक्टर के पद के समकक्ष या इसलिये वह धारा 2(एस) के अन्तर्गत कर्मकार की श्रेणी में नहीं आता है। उसका ताकि नियोजक को सावित करने के लिये नियोजक की

तरक से श्री यू.के. प्रधान का ही शपथ पद पेश हुआ है जिसने भी अपने शपथ पद में नाम सात का भी कथन नहीं किया कि अभिक का जूनियर इंस्पैक्टर का पद हंस्पैक्टर के पद के समकक्ष था अथवा अभिक का पद सेकण्ड क्लास अफिसर की श्रेणी में आता हो। यह उल्लेखनीय है कि पदनाम से ही यह नियोजन नहीं निकाला जा सकता कि अभुक व्यक्ति को मुख्यतः प्रशासकीय एवं प्रबन्धकारीय अधिकार प्राप्त थे अथवा नहीं बल्कि उसके लिये तो नियोजक को ही साबित करना था। यह उल्लेखनीय है कि नियोजक ने न तो क्लेम के प्रदृश्यतर में यह दर्ज किया है कि अभिक को बतौर जूनियर इंस्पैक्टर क्षय-क्षय अधिकार थे और नहीं नियोजक के साथी श्री यू.के. प्रधान ने इन विषय में कुछ कथन किया था। जब प्रार्थी ने क्लेम की चरण सं. 10 में ही यह दर्ज कर दिया था कि उसका पद हंस्पैक्टर के पद के समकक्ष नहीं था और नहीं उसे ऐसे कोई अधिकार प्राप्त थे जो प्रशासकीय या प्रबन्धकारीय श्रेणी में प्राप्त हों तो नियोजक का यह उत्तरदायित्व बन जाता था और उसे क्लेम के उत्तर में ही यह स्पष्ट करना अपेक्षित था कि प्रार्थी को जो अधिकार प्राप्त थे वे क्या थे, और उनकी प्रकृति प्रशासकीय अथवा प्रबन्धकारीय श्रेणी की थी। यह उल्लेखनीय है कि प्रार्थी श्री किणन गोपाल थानवी ने अपने शपथ पद में दर्ज कर दिया था कि उसे अगस्त 1971 से श्रीमा एजेंट के रूप में नियुक्त किया था तथा 15-12-78 के आदेश द्वारा उसे जूनियर इंस्पैक्टर के पद पर नियुक्त किया था जिस पद पर वह 28-2-80 तक रहा और उसे प्रारंभ में 250 रुपये प्रति माह तथा तपश्चात् 500 रुपये प्रति माह ही स्टार्फैप्प दिया जाता था तथा वह अफिसर श्रेणी में महीने आता था फिर भी नियोजक को तरफ से प्रति परीक्षा में उससे ऐसे प्रश्न नहीं किये गए जिससे यह प्रकट होता हो कि प्रार्थी द्वारा किया गया कार्य प्रशासकीय अथवा प्रबन्धकारीय श्रेणी में आता हो। नियोजक साक्षी श्री यू.के. प्रधान ने भी प्रतिपरीक्षा में स्वीकार किया है कि अभिक को किसी की नियुक्ति करने का अधिकार नहीं था तथा द्रृढ़िग व डिस्ट्रिंग पावर भी नहीं थी। अतः उपरोक्त समस्त कारणों से साक्ष्य के अधार में नियोजक द्वारा की गई प्रारंभिक प्राप्ति का निर्णय अप्रार्थीगम के विषय किया जाता है और प्रार्थी का काय धारा 2(एस) अधिनियम के अन्तर्गत कर्मकार की श्रेणी में ही मान जाता है।

7. प्रार्थी का यह भी कहा है कि प्रार्थी ने निर्धारित टार्गेट पूरे नहीं किये उसे 5-5-80 से 4-5-81 तक की अवधि में 50,000 रुपये के प्रीमियम का टार्गेट पूरा करना था जिसमें 20,000 रुपए नान-ट्रैडीशनल विजेनेस और 30,000 रुपये ट्रैडीशनल विजेनेस के फरमे थे। प्रार्थी ने क्लेम के अनुसार ही अपने शपथ पद में भी व्यक्त किया है कि उसने निर्धारित टार्गेट पूरा कर लिया था और 50,000 रुपये लक्ष्य के स्थान पर 72,000 रुपये का विजेनेस दिया था। प्रति परीक्षा में भी प्रार्थी कहता है कि यह गलत है कि सेंट्रल कोम्पारेटिव बैंक बीकाउंट का 20,000 का विजेनेस भी एस.एन. अग्रवाल द्वारा बुक किया गया हो बल्कि वेरे द्वारा ही बुक किया गया था। नियोजक साक्षी श्री यू.के. प्रधान प्रतिपरीक्षा में स्वीकार करता है कि 5-5-80 से 4-5-81 तक थानवी में 48,000 का काम किया था जिसमें सेंट्रल कोम्पारेटिव बैंक का 20,000 शामिल नहीं है बल्कि यह उसके द्वारा या उसके एफटे से नहीं आया। इन्स्पै-13 कवर नोट की रिसीद 20,000 से संबंधित है इस पर भी थानवी के हस्ताक्षर नहीं है बल्कि जे.पी. पाल के दस्तखत है। इन्स्पै-14 कवर नोट भी जे.पी. पाल ने ही जारी किया है इस पर थानवी के काउंटर सिग्नेचर्स हैं। साक्षी के अनुसार इन्स्पै-13 व इन्स्पै-14 से स्थिति साफ नहीं होती क्योंकि थोनों पर वस्तुत जे.पी. पाल के हैं और इंस्पैक्टर कोड पर ओवर राईटिंग हो रही है। जे.पी. पाल का कोड नं. 199 था और प्रार्थी अभिक का 497 था। इन्स्पै-13 के अनुसार 20,000 का प्रीमियम गिफ्ट करने का कोई प्रावधान नहीं था। मैंने उपरोक्त भौतिक साक्ष्य के अलावा प्रोलेक्टिव

साक्ष्य का भी अध्ययन व मनन किया तो पाया कि इन्स्पै-13 व इन्स्पै-14 पर ओवर राईटिंग हो रही है। यह प्रोलेक्टिव अभिक द्वारा पेश किया गया है इसलिए इस प्रलेक्ट से अभिक को कोई लाभ नहीं मिलता। और इससे यह भी साधित नहीं है कि इन्स्पै-13 व इन्स्पै-14 के द्वारा 20,000 प्रीमियम का राशि का व्यवसाय अभिक द्वारा प्राप्त किया गया हो। अतः अभिलेख पर यह साबित है कि अभिक ने निर्धारित टार्गेट पूरा नहीं किया था। निविदाव रूप से लास्सेस्सीएट परीक्षा भी पास नहीं की थी परन्तु इससे अभिक को कोई हानि नहीं होती क्योंकि ज्ञाए ग्रोवेशन काल में अभिक का काम संतोषजनक नहीं रहा हो, अभिक ने 240 दिवस की सेवा अवधि पूरी कर ली थी। इसलिए सेवा समाप्ति के साथ उसे धारा 25-एफ के प्रावधानों को लाभ देना अपेक्षित था जो निविदाव रूप से उसे नहीं दिया गया इसलिए कनाटिका रोड ट्रांसपोर्ट कारपोरेशन बनाम घोष अनुबन्ध खातेर 1984 (48) IFLR/1989 पर उपलब्ध उच्चतम न्यायालय के व्याप्र दृष्टान्त के अनुसार यह अभिक भी धारा 25-एफ के प्रावधानों के लाभ का अधिकारी था। अभिक की सेवा मुक्ति के समय धारा 25-एफ के प्रावधानों के अनुसार न तो उसे एक माह के नोटिस के एवज में एक माह का बेतन दिया गया और न होने छान्टनी का मुश्यावजा, इसलिए सेवा मुक्ति ग्रावेश अपास्त किया जाता है और इस निवेश का अधिनियम निम्न प्रकार किया जाता है:—

“श्री कृष्ण गोपाल थानवी, जूनियर इंस्पैक्टर की 19-10-81 से की गई सेवा मुक्ति उचित एवं बैठ नहीं है और इसे जूनियर इंस्पैक्टर के पद पर नियोजित घोषित किया जाता है। अभिक की सेवा मुक्ति 19-10-81 की की गई थी और समझौता वार्ता में यह नवम्बर 1988 में गया था इसलिए 19-10-81 से नवम्बर, 1988 तक की अवधि का बेतन उसे नहीं दिलाया जाता है। परन्तु उक्त अवधि भी उसके सेवा काल में शुमार की जाएँगी तथा अभिक को उसका नांगनल फिल्सेशन में व अन्य भी मामले में लाभ दिया जाएगा। उसकी सेवा की निरंतरता कायम रखी जाती है। प्रार्थी के प्रतिनिधि ने यह जाहिर किया कि प्रार्थी संस्थान में अब उक्त पद नहीं है व यह पद समाप्त किया जा चुका है अतः आवेश दिया जाता है कि उक्त पद न होने की स्थिति में प्रार्थी, अभिक को उसके समकक्ष किसी पद पर नियुक्त किया जावे। नियोजक तीन माह के अंदर उक्त बकाया राशि अभिक को भवा कर देगा अन्यथा 12 प्रतिशत प्रति वर्ष की दर से ब्याज देना पड़गा।”

8. उक्त धाराय का अवाङ्ग पारित किया जाता है जो बेन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जाएगा।

जगत सिंह, पीठार्सन अधिकारी

[सं. एल-17011/37/89-डी-2(ए)]

का.प्रा. 266.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुदरण में, केन्द्रीय सरकार जीवन बीमा नियम के प्रबंधालंब के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकारण जपपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 1-1-92 को प्राप्त हुमा था।

S.O. 266.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Life Insurance Corporation of India and their workmen, which was received by the Central Government on 1-1-1992.

अनुदृष्टि

केन्द्रीय औद्योगिक व्यापार मिनिस्टर, जयपुर

केस नं. ए.आईटी. 136/89

फेन्स सरकार श्रम मंत्रालय को अधिसूचना में है :
एल 17011/24/89-आर्टियर (रेंज-1) वि. 6-12-89
नरेश कुमार शर्मा बूथी गेट, नं. 2 (स्कूल के तामरे)
जयपुर निट्ट, मरा है माध्यपुर।

यताम

बरिष्ठ संडरन प्रबंधक, जीवन क.मा नियम, जीवन प्रकाश,
जयपुर।

उपस्थित

श्रमिक पक्ष की ओर से :

नियोजक पक्ष की ओर से :
दिनांक अवधार्ह

श्रमिक मादा वंभन
श्रो. एम. डा. अग्रवाल
9-4-91

३. नोट

श्रमिक मादा वंभन प्रार्थी का ओर से तथा एल. डा. अग्रवाल विपक्ष को ओर से उपस्थित हैं आज अमर दंगन समर अहंकारी है समय दिना जाना उचित नहीं है प्रार्थी को दिनांक 28-1-90 से नियन्त्रण समय दिया जा रहा है ऐसा प्रतीत होता है कि प्रार्थी इस प्रकरण में गवि नहीं ले रहा है अतः इस प्रकरण में नोटिस वूट छापाई पास किया जाना है। केन्द्रीय सरकार के वास्ते प्रकाशनार्थ भेजा जाये।

जगत सिंह, व्याख्यात

[सं.एल-17011/24/89-डी-2(ए)]

का. ए. 167.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का भाग 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक प्रबंध तंत्र के संबंध नियंत्रकों और उनके कर्मकारों के बीच अनवंश में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकारण जयपुर के पंक्षपट के प्रकाशित करते हैं जो केन्द्रीय सरकार को 1-1-92 के प्राप्त हुआ था।

S.O. 267.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Punjab National Bank and their workmen, which was received by the Central Government on 1-1-1992.

अनुवंश

केन्द्रीय औद्योगिक व्यापारिक नियम, जयपुर

केस नं. सी.आईटी. 25/9।

रेफरेंस भारत सरकार श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक
एल-12012/429/90 आर्ट. आर. डी./दिनांक 5-4-91

श्री बाबू लाल बल्कर कम-कौशियर मार्केट महामंचिक, राजस्थान
बैंक एकर्स ब्रांगरेनाइजेशन, कोटा। -प्रार्थी

यताम

धोक्कीय प्रबंधक, पंजाब नेशनल बैंक, भरतपुर।

—प्रार्थी

उपस्थित

माननीय न्यायाधीश श्री उमरसिहजी, प्रार.एच.जे.एम.

यूनियन श्री जंतर से :

बैंक की ओर से :

दिनांक अवधार्ह :

प्रार. श्री. जैन

कोई हाजिर नहीं

16-11-1991

श्रवाण

प्रार्थी यूनियन का ओर से श्री आर. एम. जैन उपस्थित है, विपक्ष की ओर से कोई हाजिर नहीं है। श्री जैन बैठक पेश करते ने लिए सभी घाहते हैं किंतु अब सभी दिया जाना उचित नहीं है अतः इस प्रकरण में नो डिस्कॉट अग्राही पारित किया जाता है जो केन्द्रीय सरकार की वार्ता प्रकाशन नियमानुसार भेजा जाये।

जनरल सिङ्ह, पोडामोल अधिकारी

[सं.एल. 12012/429/90-डी. ३(ए)]

का.एल. 268 -- ओद्योगिक विवाद अधिनियम, 1947 (1947 का 4) का भाग 17 के अनुसरण में केन्द्रीय सरकार कैनरा बैंक के प्रबंध संबंध विवादों और उनके कर्मकारों के बाच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकारण, कानपुर के पंक्षपट को प्रकाशित करते हैं, जो केन्द्रीय सरकार को 3-1-92 को प्राप्त हुआ था।

S.O. 268.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Mgt. of Canara Bank and their workmen, which was received by the Central Government on 3-1-92.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 133 of 1988

In the matter of dispute between :

Shri Vijay Kumar Gupta C/o Sh. V. N. Sekhari 26/104
Birhana Road, Kanpur.

AND

The Assistant General Manager Canara Bank Hanuman
Road, Parliament Street, New Delhi.

APPEARANCES :

Shri V. K. Gupta, authorised representative for the
Workman & S. Amrech Singh authorised representative for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/839/87-D.II(A) dated 1-8-88 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Canara Bank in dismissing Shri Vijay Kumar Gupta from the service of the bank is justified ? If not, to what relief the concerned workman is entitled ?

2. The admitted facts are that while the workman was posted at Kheragarh Branch as Special Assistant of the Bank, he was served with chargesheet dated 12-9-90 copy Ext. M-12 and put under suspension the same day. The first charge was that as Supervisor of the D. B. Department he was in possession of D. D. Book bearing nos. 850001 to 850100 and out of the said D. D. Book D. D. No. 850099 and 850100 were unauthorisedly removed and on the strength of these two D.D.s a sum of Rs. 1,00,000/- were fraudulently withdrawn, and he thereby failed to exercise proper care in discharging his duties. Secondly he was charged that during his working at Kheragarh Branch since 16-10-78 some D.D. leafs : d some branch advices had been unauthorisedly and surreptitiously removed from the branch with an intention to defraud the bank and that the removal of the said D.D.s and branch advices was either by him or he caused them to be removed.

3. On the basis of the first charge he was said to have committed gross misconduct within the meaning of Regulation (3) of Clause (i) & (m) Chapter XI of Canara Bank Service Code and on the basis of second charge he was said to have committed gross misconduct within the meaning of Regulation (5) clause (i) and clause (m) of Chapter XI of Canara Bank Service Code.

4. Before serving the chargesheet an inquiry into the matter regarding the missing D.D. leaves and branch advices and encashment of 4 D.D. leaves was held by Shri K. V. Krishna Murthy, an officer of the bank who gave his reports dt. 1-1-80 to 1-11-80 copies Ext. M-13 and M-14 respectively. He found responsible, for the above fraud, the workman.

5. Shri S. Jayaraman, was appointed E. O. and he held the inquiry into the above charges, he gave his findings, copy Ext. M-7 on 8-2-84. He found both the charges as proved against the workman. Thereafter he gave a notice to the workman to show cause why the punishment of dismissal from service be not recommended by him to the Disciplinary Authority on the basis of the findings recorded by him. At the time of hearing on 23-4-84, the defence representative submitted written submission, finding no force in the submission the E.O. confirmed the notice and by means of his order dt. 11-2-84, copy Ext. M-9, he forwarded his findings to the Disciplinary Authority with the recommendation to dismiss from service. The disciplinary authority accepted both the findings and recommendation in respect of the punishment of the E.O. and awarded, by means of his order dt. 14-11-84, copy Ext. M-15, the punishment of dismissal from service to the workman. Against the order of punishment the workman filed an appeal which too was dismissed by the Appellate Authority vide his order dt. 20-11-85, copy Ext. M-20.

6. The order of punishment passed by the Disciplinary Authority and confirmed by the appellate authority in appeal has been assailed by the workman on a number of grounds. According to him the chargesheet issued to him was not a proper chargesheet. The charges levelled against him constitute minor misconduct and not gross misconduct. He has further alleged that the E.O. did not hold the inquiry fairly and properly in accordance with the principle of natural justice. He was biased against him. During the inquiry the E.O. also played the role of prosecutor. In fact there was no legal evidence to support the findings recorded by the E.O. and subsequently accepted and confirmed by the disciplinary authority. He has further alleged that the E.O. and the Disciplinary authority was not properly appointed. He was singled out deliberately for inquiry and punishment. While employees responsible for all these bungling were left out. As regards punishment he alleges that it is shocking disproportionate to the gravity of the charges proved against him. Lastly he alleges that since the F.I.R. had been lodged against him it was neither proper nor legal for the management to hold an inquiry against him. The workman has, therefore prayed that the action of the management in dismissing him from service be declared null and void and he may be reinstated with full back wages and all consequential benefits.

7. The case is contested by the management. According to the management the chargesheet is not at all improper. It was issued on the basis of preliminary investigation conducted by the bank. The charges constitute gross misconduct and not minor misconduct. The inquiry was conducted fairly and properly in accordance with Canara Bank Service Code which is in conformity with the provisions of bipartite settlement. There is no force in the plea of the workman that there is no legal evidence to support the findings given by the E. O. The management also deny the plea raised by the workman that the E. O. and Disciplinary Authority and Appellate Authority were not properly appointed. There is no truth in the workman's allegations that he was singled out deliberately for the inquiry and punishment. In fact one more employee of the bank was chargesheeted and punished. Lastly, the management plead that since, on the basis of FIR the workman was not put on trial within one year, the management were competent to initiate the disciplinary proceedings against the workman. Towards the end, the man-

agement have pleaded that in case the Tribunal finds that the inquiry was not conducted fairly and properly the management should be given the right to prove the charges before this Tribunal.

8. A rejoinder has been filed by the workman but in this he has alleged no new facts.

9. On 23-1-90, the following preliminary issue was framed in the case—

Whether the Departmental inquiry was not conducted fairly and properly / if so, its effect ?

10. On the preliminary issue the workman has examined himself and the management examined Shri Raja Kumar, Divisional Manager, Green Park Extension Branch New Delhi.

11. In connection with the preliminary issue it has been argued by Shri V. K. Gupta, the authorised representative for the workman, that the Prosecuting Officer was appointed by the Disciplinary Authority under Regulation 8(5) of Chapter XI of Canara Bank Service Code for the purpose of conducting the case on behalf of the management. The result was that the inquiry officer acted both as Prosecutor and Judge, secondly he has submitted that the disciplinary authority before awarding the punishment of dismissal from service of the workman did not issue to him any show cause notice to him about the proposed punishment to be awarded. This will as facts as was taken over by the E.O. This was illegal inasmuch as under law such powers cannot be delegated by the Disciplinary Authority to the E.O. No doubt such a provision exist in the Canara Bank Service Code, but it is against the provisions of Bipartite Settlement on this point. Such a provision in the Canara Bank Service Code cannot supersede the provisions of Bipartite Settlement.

12. After making these two submissions in connection with the preliminary issue Shri Gupta has submitted that despite two above major defects in the conduct of the inquiry, the workman does not press these points and treat that the inquiry was conducted fairly and properly. The workman will however confirm his case only on the point that the findings given by the E.O. and accepted and confirmed by the disciplinary authority & Appellate Authority are perverse. According to him it will not be improper if it is said that the E. O. did not apply his mind and the appellate authority dittoed his findings in a routine manner, with a prejudice mind. The E.O. even went to the extent of falsely stating at page (1) of his inquiry report that the workman took charge of D.D. Department on 1-7-80, when admittedly he had taken charge of it on 2-7-80.

13. On the point that the findings are perverse Sh. Gupta, made a few submission. He has argued that there is absolutely no evidence that while taking over charge, the workman was given possession of the missing D.D. leaves and branch advices. There is absolutely no evidence that before taking over charge on 2-7-80 the workman had in any way any excess to the D. D. Books and branch advices. Secondly he submits that it is impossible to believe that the workman who took over charge on 2-7-80 of the D. D. Department would have been in a position to prepare forged D.D. dated 18-6-80 in respect of which the branch advice reached Aligarh Branch by post some time before 2-7-80. This is specially when the distance between Kheragarh Branch and Aligarh is about 125 Kilometres. Thirdly, he has submitted that from the two DD's in question one drawn on Aligarh Branch and the second drawn on Gwalior Branch and the branch advices issued in respect of these two DDs, it will be as clear as day that the writer of all these documents is one and the same person and that person is no other than Shri K. K. Varshney who joined bank's service at Kheragarh Branch as a probationary clerk on 4-7-80. Fourthly there is no evidence that the workman was ever seen copying/practising the signatures of Shri T. C. Agarwal Accountant. Rather the preliminary investigation report dt. 9-9-80, copy Ext. M-13, will show that it was Shri Gurmit Singh who had been doing it all along. Before Shri K. V. Krishna Murthy, who conducted the preliminary inquiry the said Sri Gurmit Singh admitted that he had been practising the signatures of Shri T. C. Agarwal, of course, with the reservation that all this was being done by

him for the sake of fun. Fifthly he says that no reliance can be placed on the report of the hand writing expert so far as it attempts to implicate the workman. It is tailor made and has been prepared by hand writing expert to suit the whims of his masters i.e. the management. Lastly he submitted that it is no body's case that the said two DDs are Cashed by the workman himself.

14. From the side of the management the case has been argued by Sardar Amreek Singh. All that he could submit was that it was not the case of the management that the workman himself got the two DDs cashed. According to him the evidence led at the inquiry at least proves that it was the workman who got prepared from Shri K. K. Varshnay DD dated 4-7-80 for Rs. 50,000/- drawn in favour of one Shri Ram Prakash on Gwalior Branch. Sardar Amreek Singh, it is well known an intelligent legal advisor. However, during the course of arguments he did not try to elaborate his point nor tried to meet the arguments which were made by Shri Gupta in support of the pleas mentioned above and I think for that no finger can be raised against his conduct as he perhaps fully understood that there is no evidence in support of the findings.

15. At the inquiry the management examined MW-1 Shri R. Radhakrishnan Manager Kheragarh Branch, MW-2 Shri K. K. Varshnay and MW-3 Shri K. V. Krishna Murthy. Shri Radhakrishnan joined Kheragarh Branch as manager on 10-10-79 and Shri K. K. Varshnay joined as probationary clerk Kheragarh Branch on 4-7-80. As stated in the beginning Shri K. V. Krishna Murthy held the preliminary inquiry in the matter and gave two reports one dated 9-9-80 and the second dt. 1-11-80. He supplemented the first report by means of his second report on the basis of the report of hand writing expert. He has proved these two reports in his evidence before the E.O.

16. Let us see what Shri K. V. Krishna Murthy has observed about the two DDs.

DD No. 850100 dt. 18-6-80 for Rs. 50,000/- drawn in favour one Shri Ram Prakash on Aligarh Branch :-

This D.D. was given serial no. 1033. With regard to this D.D. he noticed the following discrepancies—

- (a) The D.D. did not have the Serial Number in the usual manner i.e. instead of 1033/80 the D.D. was bearing only the serial number as 1033.
- (b) Originally IBM Number 1149 had been embossed with the Protectograph Machine which was meant for Ghaziabad Branch and subsequently the No. 364 has been written in hand which is IBM Number of Aligarh Branch. For this alteration there was a signature purported to be of Sri T. C. Agarwal. The identification card presented by the party was not in the usual form. The contents had been written on the back of Specimen Signature Card without addressing it to any specific branch. The front portion of the specimen card was blank with only a rubber stamp of Kheragarh branch. In respect of this D.D. branch advice bearing Sl. No. 459257 which was stolen, had been made use of. The name of clerk who had prepared this branch advice is written as Shri M. S. Bahl (29927). However it may be stated that the signature of Sri T. C. Agarwal on the DD and branch advice tally in outward form and apparently no discrepancy could be noticed in branch advice as it was in our usual form.

(from page 2 of preliminary inquiry Report).

Then at page three he writes that the branch advice bearing serial No. 459257 stolen from the Kheragarh branch had been made use of in connection with these DDs. Branch Advice purports to have been prepared by Sri M. S. Bahl (29927) a clerk of Kheragarh Branch. He further observes that the signatures of Shri T. C. Agarwal on the D.D. and branch advice tally in outward form and apparently no disciplinary could be noticed in branch advice as it was in usual form.

17. It further appears from the preliminary inquiry report that the DDs was present by one Shri Prakash on Aligarh Branch on 2-7-80. Sri D. P. Virmani who was posted as accountant at Aligarh Branch refused to make payment and insisted for identification of payee through some known

person. As the payee insisted for payment on the ground that he was possessing proper identification card issued by Kheragarh Branch, the matter was brought to the notice of the manager of the Branch Sri Bala Gangadharan by the payee. The manager enquired from the accountant the reasons for nonpayment and after ascertaining that the branch advice in respect of the D.D. had been received, he ordered payment of the D. D. to the payee. At page 4, of the report it appears that Shri S. K. Bahl (29927) when confronted by Shri K. V. Krishna Murthy about his signatures on the branch advice denied that it bore his signatures. There appears to be a clerical error with name of Shri Bahl. At page (3) of the report has been named as Sri M. S. Bahl and at page (4) he had been named as S. K. Bahl, however, there is no difference in the number allotted to the clerk Sri Bahl.

18. At page 4 & 5 of his report Sri Krishna Murthy writes as under—

It came to our notice that Sri Gurmit Singh (25298) was found to be practising the signatures of Sri T. C. Agarwal accountant and it has been shown to many staff members to find out whether there is any difference in the practised signatures of his and the signatures of Sri T. C. Agarwal. During our investigation Sri Gurmit Singh admitted that for the sake of fun he was practising the signatures of Sri T. C. Agarwal but he has not forged his signatures on the draft nor he is in any way involved in the matter.

It has been admitted before me by both the sides that the distance between Kheragarh Branch and Aligarh is about 125 Kms and the way from Kheragarh to Aligarh lies through Agra. It is impossible to believe that the workman who had taken over charge on 2-7-80 would have been able to manage the receipt of the branch advice which is normally sent by post at Aligarh prior to 2-7-80 or even otherwise prior to the presentation of the D. D. by the payee on 2-7-80. After all some time must have been taken by the workman while taking over charge and then some time must have been taken in getting the D.D. and the Branch Advice prepared. At about noon it is common knowledge that there is great rush in the cities. Had the D. D. and Branch Advice been issued on 2-7-80, the payee could not have reached Aligarh under any circumstances upto 2 p. M. It is common knowledge that money transaction in the banking industry took place from 10 a.m. to 2 p.m. This is not denied even by the authorised representative for the management. It is also not denied that normally the branch advice is sent by post after the issue of D. D. There is no evidence from the side of the management to show that the branch advice was not received by post at Aligarh Branch.

19. Thus the above facts and circumstances go to show that some body had stolen the D.D. leaves and the branch advice in question before 2-7-80 prepared and forged the D. D. and branch advice and the signatures identification card and manager to get D.D. cashed in the above manner.

20. From the report dt. 9-9-80, it is also clear that the workman took charge of D. D. Department on 2-7-80 even it was stated so by M. W. 1 Sri R. Radhakrishnan Manager Kheragarh Branch before the E. O. in his evidence. So unless it is shown that the workman had an excess to the D. D. Book and the Branch Advice, it is very difficult to raise even a little finger against him. It may state here that the E. O. had wrongly stated at page 1 of his report that the workman had taken over charge on 1-7-80. It seems that he had done it deliberately in order to show prima facie that there was every probability of the workman having forged the D. D. and the branch advice in question.

21. D. D. No. 850099 dt. 4-7-80 for Rs. 50,000/- drawn in favour of Shri Ram Prakash on Gwalior Branch—

It is serial no. 1079. With regard to this D. D. Sri K. V. Krishnamurthy under the heading payment at Gwalior Branch at page (3) writes as under—

The date on the draft had not been written properly and it was appearing at '47 1980'. Therefore the branch did not make the payment and they

insisted for authentication by the issuing branch and also they insisted that the payee should be properly introduced to the bank. At Gwalior also the payee had produced a Specimen Signature Card, purported to have been issued by the Kheragarh Branch, identifying the signature. Even in this Specimen Signature Card the contents had been written on the back of bank's usual form and also it was not written at the specific place. It was also not addressed to any particular branch.

With regard to this D. D. he writes that the D. D. Branch Advice an specimen signature card bear the purported signatures of Sri T. C. Agarwal which signatures outwardly tally with the admitted signatures of Sri T. C. Agarwal. He writes that this D. D. was first presented for payment by the payee on Gwalior Branch on 9-7-80. Because of the defects noted in the D. D. and other irregularities no payment was made to the payee and he was asked to get the date authenticated from Kheragarh Branch. After getting the defect removed, the payee again appeared for payment on 12-7-80. Meanwhile the branch advice purported to have been sent by Kheragarh Branch had been received by the Gwalior Branch. The Branch Advice bearing no. 459399 which was also stolen purported to have been written by Sri LPS Soni (21477) when it was not so written by Sri Soni. Thus it appears from all these facts that the modus operandii was the same with almost similar irregularities.

22. About Sri K. K. Varshnay, Sri K. V. Krishnamurthy writes that he had joined the bank on 4-7-80. He stated before him that this D. D. which was encashed at Gwalior Branch was prepared by him as per direction of the workman who was posted as Special Assistant at that time. Sri Varshney in his evidence before the E. O. has corroborated the above fact. At page 32 of the inquiry proceedings filed by the management with their list of documents dated 30-7-90 in reply to a question has dated as under—

I Joined the bank on 4-7-80, while writing DDs I was making many mistakes. On 5-7-80, morning Sri V. K. Gupta told him to write the above D. D. and Branch advice by giving a credit slip prepared by him. What he did with the D. D. and branch advice afterwards I don't know.

23. Before the E. O. it was stated by Sri Varshney that he belongs to Aligarh where his brother lives. Thus according to Sri Varshney this D. D. dt. 4-7-80, was actually prepared by him alongwith branch advice on 5-7-80. He has not said any thing about the other forged D. D. dt. 18-6-80 and its branch advice. Now let us examine the two DDs Branch Advice and Specimen Signature Cards.

24. I shall be referring to them with the serial numbers of the papers filed by the management with the list of documents dt. 19-11-91. Paper No. 56 is the photocopy of D. D. No. 850100 dt. 18-6-80 drawn on Aligarh Branch. It has been marked Ext. M. 3 by the E. O. Paper no. 57 is the photocopy of Branch Advice dt. 4-7-80 in respect of D. D. No. 850099 dt. 4-7-80 in respect of D. D. drawn on Gwalior Branch. It has been marked Ext. M. 6 by the Enquiry Officer. Words 'Fifty Thousands only' in the two documents appear even to the naked eye written by one and same person. Further in the two documents digits (1) & (8) wherever they appear tally. It means that the scribe of D. D. dated 18-6-80 is one and same person who had written branch advice dated 4-7-80. We have seen above that branch advice dated 4-7-80 in respect of D. D. No. 850099 drawn on Gwalior Branch was written by Sri K. K. Varshnay. It therefore follows that the writer of D. D. dt. 18-6-80 drawn on Aligarh Branch was written by Sri Varshnay.

25. Now let us compare D. D. dt. 18-6-80 marked Ext. M. 3 with paper no. 58 which is the photostat copy of specimen signature card in respect of this D. D. dt. 18-6-80. It has been marked Ext. M. 5 by the inquiry officer. Name Ram Prakash in these two documents even to the naked eye appear to have been written by one and same person. But for letter (K) in the word, "Prakash". It therefore follows that the writer of D. D. dated 16-6-80, writer of specimen signature card of this very D. D. and the writer

of Branch Advice dt. 4-7-80 in respect of D. D. Drawn on Gwalior Branch is Shri Varshnay.

26. Now let us compare the writer on document No. Ext. M. 5 with paper No. 60 which is the photocopy of specimen signature card in respect of D. D. drawn on Gwalior branch. It has been marked as Ext. M. 7 by the E. O. It will appear from the two documents that the words—

Today I have issued D. D. in the name of whose signatures is as below Appears to have been written by one and same person. The result is that the writer of Ext. M. 3 (page 56), M. 6 (page 57) M. 5 (page 58) and M. 7 (page 60) is no other than Shri K. K. Varshnay.

27. The question is how and under what circumstances Sri Varshnay prepared D. D. dt. 18-6-80 drawn on Aligarh Branch and specimen signatures card in respect of this very D. D. It means that he had been visiting this branch prior to 2-7-80 and either he was a party to the plot regarding fraudulent withdrawn of Rs. 10,00,00 or he had done it at the behest of some one, who had very cleverly forged the signatures of Shri T. C. Agrawal Accountant.

28. I may state here that the E. O. has mainly relied upon the evidence of Sri Varshnay and on the report of hand writing expert for his findings. He have seen that the writer of the two DDs and specimen signature card is no other than Sri Varshnay. Therefore he had not come out with the truth before the Enquiry Officer. Had it been the work of the workman who had become special assistant or was going to become special assistant he would not have committed irregularities as have been pointed out by Sri K. V. Krishnamurthy in his report dt. 9-9-80.

29. Now I come to the report of the hand writing expert. He was not examined at the inquiry. According to him date 4-7-80 on D. D. No. 850099 bearing serial No. 1089 is in the hand writing of the workman. He has given his reasonings for arriving at the said conclusion at page 6 of his report corresponding to pages 45 & 46 of the management's list of documents dt. 19-11-91. He has also given the opinion that the signatures of Sri T. C. Agarwal do not appear on the two DDs, their branch advices and their specimen signatures cards. Lastly he has given opinion that digits 6742 appearing on D. D. drawn at Gwalior Branch are in the hand writing of the workman. Now let us see whether the date dt. 4-7-80 and digits 6742 found written on D. D. drawn at Gwalior Branch are in the hand writing of the workman as said by the hand writing expert. With regard to the date 4-7-80 he has banked upon his opinion on the admitted writing C-1, C-2, C-3, C-5, C-6 and C-14 of the workman. He writes that the initial stroke of digit '4' makes a slight bend, in the questioned document Q. 1/C referring to the disputed date and also in C-14 in figure 47 in lines nos 3 & 8. I really wonder at the approach of the hand writing expert. In C-14 digit (4) appear at more than 30 other places.

In C-1, C-2, C-3, C-5, C-6 and C-12 at papers at 4, 4, 3, 16, 41 and 2 places respectively. Thus out of nearly hundred digits of '4' written by the workman he could find these similarity only in two such digits. This cannot be said as representing the general characteristics of the writing of digit '4' by the workman. Same is the case with regard to reason no. 2 given by him that the gap between two legs of digit 4 is some what narrow in Q. 1/C and also in C-14 in figure 24 in line 8. The third observation made by him that the bar of digit 4 is some what longer in Q. 1/C and C-5 line nos 4 and 6. This appears to be quite wrong even when seen with the naked eye.

30. The reasoning given by him with regard to digit '7' in the date 4-7-80 by him is that the initial stroke of digit '7' makes a hook in Q-1/C and also in almost all the digits '7' in the standard figures. I do agree with this observation and one more other observation made by him with regard to similarity of digit '7' in the admitted and questioned documents. This alone not sufficient for arriving at the conclusion that the disputed date is in the hand writing of the workman.

31. Next he has said that after the digit '7' the writer put a full stop in Q-1/C while after the digit '4' he had made a dash. The habit of putting a full stop after digit '7' also occurs in C-2 in the dates 7-6-80 in line no. 11.

32. I do not feel inclined to accept his observations. In C-1, C-2 and C-3 about 100 dates were got written from the workman. In none of these except the one referred to by the export, in place of dash, full stop appear and that too when there was enough space to put dash. If he had put a dash between figure '7' & '6' in the date 7-6-80 in C-2 he would have surely put full stop between figures '6' & '80'. In the disputed date there appears a dash between figures '4' & '7', full stop between figures '7' & '80' and this seems to be due to fact that the space between figures '7' & '80' was very little. We have to examine every thing on the evil of circumstances also. We have seen above that these D.D.s was returned by the Gwalior Branch to the Payee when it was presented by him at the said branch on 9-7-80, because of the defect in the date. Had the workman forged the D.D. and other connected papers/documents he would not have again created a doubtful position by doing so. He should not forget that below the date 4-7-80, in the D.D. there appears a forged signature of Sri T. C. Agarwal in token of the correctness of the date. It follows therefore that very person who had forged the signatures of Sri T. C. Agarwal must have tried to copy the figures in the date 4-7-80 as is commonly written by the workman and whereas he was successful in making the figure '7' he could not successfully copy out the other figures. The catch is from his way in which digit '8' has been written in the figure '80' forming parts of the year 1980. Digits (1) & (9) are printed digits. Formation of digit '8' in the figure '80' in the disputed document can be described into two ways. One is that the writer had first written the letter 'S' and then joined the two extreme ends and the other is that the writer started writing with a stroke beginning from downward taking it upward and then bringing it downward resulting in the formation of two loops. But in the specimen of dates digit '8' begins with a loop from above. It then moves downward to form lower loop and then the stroke moves upwards to complete the upper loop. This important aspect seems to have been lost sight of by the hand writing expert and I have no hesitation in making a remark that it was done deliberately.

33. Now I come to digit 6, 7, 4, 2 of the disputed documents appearing below the forged signatures of Sri T. C. Agarwal made in confirmation of having put the date 4-7-80 on the D.D. In his report marked page 51 by the management the expert writes as under :

I am of the opinion that the disputed figure is written by Sri Vijay Kumar Gupta, who has written the specimen digits of figures marked as C-1 to C-3, C-5 and C-6, C-1 print having not come during the process of preparing photostat copy. The formation of the digits show marked similarities and they have been demonstrated on the photographs. Like numbers may be compared with like numbers.

But for this no specific point of similarity as have been given by the hand writing expert in respect of digits '4' and '7' of the date 4-7-80 have been given. Here again I find no substance in the report of the hand writing expert. I do not agree with it after examining the similarities marked by him. The circumstances point out that the report of the hand writing expert is far from reliable. Even otherwise it is a weak type of evidence and unless it is corroborated by the testimony of those who are familiar with the hand writing of the chargesheeted employee and circumstances it cannot be accepted. It seems that the hand writing expert has danced to the tune of the management. It further appears that Sri K. V. Krishnamurthy has not made a proper probe into the matters and has been swayed away while making his first report by the behaviour of the employee/workman and while making his second report by the unreliable opinion given by the hand writing expert. There is no evidence that any body had ever seen the workman practising the signatures of Shri T. C. Agarwal, Accountant.

34. Hence from the above discussions of evidence and circumstances I hold that the two DD leaves in question and the branch advices connected with these two DDs were not possession of the workman at the time of handing over of charge of the D.D. Department nor these documents were prepared or got prepared by the workman with a view to defraud the bank to the sum of Rs. 100,000/-.

35. The other charge with regard to the missing DD leaves and branch advices. The question is whether these DD leaves

and branch advices as are referred to in the chargesheet were ever given in the name of the workman at the time of handing over charge of D.D. Department. There is absolutely no evidence from the side of the management on this point. In this connection I may refer to the following observations made by Sri K. V. Krishnamurthy in his report dt. 9-9-80 at page 4—

1. On verification of the serial numbers of the succeeding and preceding branch advices pertaining to the missing branch advices, it is noticed that branch advices have been removed around December, 1979, March, 1980, June 1980 etc. Similarly Demand Drafts around March 1980, June 1980, July 1980 and August, 1980. The concerned clerk or the Supervisor have not verified the serial number of the branch advices or the DDs and therefore the removal of the DD's or Branch Advices in between has not come to their notice.
2. It appears there was no proper control over the security items and therefore one DD Book bearing no. 910401 to 910500 has been removed from the safe custody of the branch from the Double Lock and it cannot be now identified as to when the DD Book has been removed. As per the security items register this particular DD book was in existence around Sept. 1979. Subsequently, this series has not been issued for the purpose of use in the branch and therefore now it is not possible to state exactly when this DD book has been removed.

In his cross examination before the E.O. MW-1 Sri R. Radhakrishnan Manager Kheragarh Branch deposed that Sri T. C. Agarwal was relieved of the charge on 9-6-80. There is no evidence from the side of the management that after 9-6-80 and before taking over charge on 2-7-80, the workman had ever held the charge of the D.D. Department even temporarily or at any time during the said period. DD Book containing the missing DD leaves and books containing missing branch advices were entrusted to him. He has further stated in his cross-examination that prior to 2-7-80 no officer had reported to him about the missing D.D. leaves and branch advices. This is when the officer who held the preliminary inquiry found that the branch advices had been removed around December, 1979, March, 1980, June 1980 etc. and demand drafts around March 1980, June, 1980 July 1980 and August 1980. No doubt he has not specified as to when demand drafts were removed during July 1980 and August 1980. But without entrustment of the documents charge cannot be held as proved.

36. Accordingly I hold that the charge with regard to missing DD Leaves and Branch Advices framed against the workman as not proved.

37. Thus we find that the findings given by the E.O. and accepted and confirmed by the Disciplinary Authority and Appellate Authority were perverse and not based on any evidence. The management, at the inquiry, failed to prove any of the charges against the workman. Because of it the order of punishment passed by the management dismissing the workman from bank's service cannot be upheld. It is quashed.

38. Hence it is held that the action of the management of Canara Bank in dismissing Shri Vijay Kumar Gupta, from the service of the bank is not at all justified. With the quashing of the order of punishment he is held entitled to his reinstatement in service with full back wages and consequential benefits including full salary of special assistant of the period of suspension and thereafter with annual increments as and when falling due.

39. The reference is answered accordingly.

ARJAN DEV, Presiding Officer
INo. L-12012/839/87-D.II/AYI

का. अ। 269--औद्योगिक विवाद अधिनियम, 1947 (1947 का 141 की घ.रा 17 के अनुसार में, केन्द्रीय सरकार पंजाब नेशनल बैंक ने प्रबंधतावं के संबंध नियोजनों और उनके कर्मकारों के विच, अर्द्धवर्ष में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरका औद्योगिक अधिकरण, कानपूर, के पंचपट दो प्रकाशित करती है, जो केन्द्रीय सरकार को 3-1-92 को प्राप्त हुआ था।

S.O. 269.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 3-1-1992.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 4 of 1989

In the matter of dispute :

BETWEEN

Shri Kewal Krishan Seth C/o Shri V. N. Sekhari, 26/104,
Birhana Road, Kanpur.

AND

The Regional Manager, Punjab National Bank Regional
Office, The Mall, Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. I-12012/461/88-D.II (A) dated 4-1-1989, has referred the following dispute for the adjudication to this Tribunal :

Whether the action of the management of Punjab National Bank, in terminating the services of Shri Kewal Krishan Seth and not considering him for further employment while recruiting fresh hands under Section 25-H of the I. D. Act, is justified ? If not, to what relief is the workman entitled ?

2. In this case till 27-11-1991 no affidavit evidence was filed on behalf of the workman. A notice was sent to the workman to this effect on 29-8-91 in compliance of order dated 21-8-91 but despite that none appeared for the workman nor any affidavit evidence filed in the case. The workman had availed several opportunities for filing of evidence. It therefore appears that the workman is not interested in prosecuting the case.

3. Therefore in the circumstances of the case a no claim award is given against the workman.

ARJAN DEV, Presiding Officer
[No. L-12012/461/88-D.II (A)]

का.पा. 270.—ओर्डोरिंग विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में भौतिक सरकार पंजाब नेशनल बैंक के प्रबंधन द्वारा नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट ओर्डोरिंग विवाद में ओर्डोरिंग अधिकरण, जयपुर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 270.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 1-1-92.

अनुबंध
केन्द्रीय ओर्डोरिंग विवादिकरण, जयपुर

केस नं. ली.आर.ई.टी. 19-91

केन्द्रीय सरकार अम मंत्रालय की अधिकारी पंजाब एवं हरियाणा संघीय

एस. 12012/422/90 आर.आर.ई.टी.-II वि. 16-4-91

महासचिव, राज. बैंक वर्कर्स अंगेनाइजेशन, रामपुर कोटा

धनाम

भौतिक प्रबंधक, पंजाब नेशनल बैंक, जयपुर।

उपस्थिति

कोई हाजिर नहीं

कोई हाजिर नहीं

16-5-91

अवाहन

फरीदेन की ओर से कोई हाजिर नहीं है आज प्रतियान को स्टेटमेंट आफ कलेम वेश करना है लेकिन कोई हाजिर नहीं है। अतः इस प्रकरण में जो हिस्पृष्ट प्रश्नों पास किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थ सेजा जाये।

जगत सिंह, व्यायाधीश

[सं. एस-12012/422/90-डी-2(ए)]

2. का.पा. 271.—भौतिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 के अनुसरण में, केन्द्रीय सरकार सेट्टल बैंक ऑफ इंडिया के प्रबंधन द्वारा संबंधित नियोजकों और उन कर्मचारों के बीच, अनुबंध में निर्विष्ट ओर्डोरिंग विवाद में केन्द्रीय सरकार ओर्डोरिंग अधिकरण से 2 बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 271.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, 2, Bombay as show in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 1-1-92.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT BOMBAY

PRESENT :

Shri P. D. Anshankar, Presiding Officer.

Reference No. CGIT-2/53 of 1985

PARTIES :

Employers in relation to the Management of Central Bank of India.

AND

Their Workmen.

APPEARANCES :

For the Employer : Shri P. S. Chari, Advocate.

For the Workmen : Shri V. Premchand, Advocate.

INDUSTRY : Banking.

STATE : Gujarat.

Bombay, the 23rd December, 1991

AWARD

The Central Government by their Order No. I-12012/313/83-D.II(A), dated 24-7-1983 have referred the following Industrial Dispute to this Tribunal for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947.

“Whether the action of the management of Central Bank of India, Ahmedabad, in relation to their Nava Vadaj Branch in terminating the services of Shri B. C. Parmar, Sweeper, with effect from 13-11-1982, is justified ? If not, to what relief is the workman concerned entitled ?”

2. The case of the workmen Shri B. C. Parmar as disclosed from the statement of claim (Ex. W-2) filed on his behalf by the General Secretary of the Central Bank Employees' Union, Ahmedabad, in short, is thus :—

The said workman was working as a part-time Sweeper at the Nava Vadaj Branch of the Bank at Ahmeda-

bad for many years prior to the termination of the service on 13-11-1982. On 13-1-1981 the Chief Officer of the Bank issued a memo to him alleging certain misconduct against him and called for the explanation in the matter. The workman replied to it. Thereafter, on 7-2-1981 a chargesheet was issued to him by the Bank management alleging that he had committed certain misconduct, viz., that on 24-1-1981 he was given a sum of Rs. 354 with a pay-in-slip book in the name of Makhambhai R. Desai by the sub-Accountant of that Branch viz. Shri J. B. Vatala, for crediting the amount in the account of the Gujarat Housing Board in that branch. It was further alleged against him that he was also given a sum of Rs. 2/0 together with a pay-in-slip by Shri L. B. Vihol, the staff member of the Branch for crediting that amount in the account of the Gujarat Housing Board at Nava Vadaj Branch. Thereafter Shri M. D. Dhamania, the Branch Manager, was appointed as an Enquiry Officer. Statements of certain witnesses were recorded by the Vigilance Officer of the Bank before the charge sheet was issued to the workman. However, no copies of that statements were supplied to him. The allegation made against the workman does not fall within the purview of the misconduct as contemplated in the Awards and the Bipartite Settlements. The above said work that was entrusted to the workman on the said day was not his routine work, and that work did not fall within the purview of the duty he was to perform. When that work was entrusted to him, he had already performed his duties of that day, and he took that work to perform only out of respect for the officer concerned. For the alleged omission of that work, the workman could not have been served with the charge sheet. The charge sheet issued to the workman is illegal and void. He was not supplied with the copies of the preliminary enquiry, and as such, he was deprived of his right of effective cross-examination of the Management witnesses. The workman was not supplied with the copies of the statements recorded by the Vigilance Officer. The Vigilance Officer was not examined as a witness during the enquiry proceedings. The Report of the Vigilance Officer was not produced during the enquiry proceedings, even though demanded by the Inquiry Officer. The management representative had requested the Inquiry Officer to allow the workman to cross-examine him, even though the workman had not made any oral statement. The Inquiry Officer also cross-examined the workman to elicit the information from him to help the management. Thus the procedure adopted in conducting the enquiry against him, was illegal and contrary to the principles of natural justice, and Rules and Regulations. The Inquiry Officer had not put any question to the workman whether he desired to lead any oral evidence on his behalf. The Inquiry Officer recorded his findings and found the workman guilty of the charge No. 1 levelled against him. Thereafter, a show cause notice was issued to him to show cause why he should not be dismissed from the service of the Bank. The workman replied to it. Thereafter, he came to be dismissed from the Bank's service with effect from 13th November, 1982. The findings of the Inquiry Officer are perverse. The copy of the Inquiry Officer's Report was not supplied to the workman. The Union, therefore, prayed that this Tribunal should set aside the order of dismissal passed against the workman, and should direct the Bank management to reinstate him in service with full back wages and continuity of service.

3. The Bank management by their written statement (Ex. M/13) opposed the said claim of the Union, and in substance contended thus :—

The present reference is not legally tenable, as the Central Government has committed a jurisdictional error in referring the said dispute to this Tribunal. No industrial dispute as contemplated under the Industrial Disputes Act, 1947, existed between the work-

man and the Bank. The Bank management then further contended thus :—

The said workman was working as a part-time Sweeper at Nava Vadaj Branch of the Bank at Ahmedabad. On 24-1-1981 he was given a sum of Rs. 354 with a pay-in-slip book in the name of Makhanbhai R. Desai by Shri J. B. Vatala, the sub-Accountant, for crediting that amount in the Gujarat Housing Board's account in the Branch. On the same day he was also given a sum of Rs. 2/0 with a pay-in-slip by Shri L. B. Vihol, the staff member of the branch, for crediting it into the account of the Gujarat Housing Board with the Branch. However, the workman disappeared with the said amounts without crediting them in the account of the Gujarat Housing Board, and destroyed the pay-in-slips. As the said misconduct was a serious one, a memo was issued to him by the Bank management. The workman replied to it. Thereafter, the charge sheet dated 7-2-1981 was issued to the workman. Shri M. D. Dhamania, the Branch Manager of the Maskati Market Branch of the Bank, was appointed as an Inquiry Officer to enquire into the allegations made against the workman by the said charge sheet. Shri P. K. Padana was appointed as the Bank's Representative. The Inquiry Officer conducted the necessary departmental enquiry against the workman. He was given ample opportunity to defend himself, and the rules of natural justice were followed in conducting the enquiry against him. The Inquiry Officer, after hearing both the parties, recorded his findings and found the workman guilty of the charge No. 1 levelled against him. A copy of the report of the Inquiry Officer was supplied to the workman. Thereafter, a notice was issued to the workman to show cause regarding the proposed punishment to be imposed upon him. The workman replied to it. Thereafter, the workman was discharged from the Bank's service by the order dated 13/11/1982. Against that order, the workman filed an appeal to the Appellate Authority, which dismissed his appeal, and confirmed the order of the Disciplinary Authority.

4. The Bank management further contended thus :—

As the regular departmental enquiry was conducted against the workman, there was no question of supplying of advance copies of certain other statements to the workman. The allegation made against the workman fall within the scope of misconduct as contemplated under the Bi-partite Settlements and the Awards. The work entrusted to the workman was in respect of the Bank's work. The work of the Bank should be taken as a whole for the purpose of assessing the misconduct of the workman. The employees of the Bank work in co-operation, and as a team. Honesty and integrity is expected from the workman and the other employees working in the Bank. The said workman showed utter disregard for the said important requirement expected of the Bank employees. The said workman acted dishonestly, and tarnished the image of the Bank by committing a misconduct which was prejudicial to the interests of the Bank. The Bank has lost confidence in the workman, and hence imposed a just and proper punishment. The workman had accepted the work given to him wilfully but with a mala fide intention of misappropriating the amount entrusted to him. No preliminary enquiry was conducted against the workman before the regular enquiry, and as such, there was no question of supplying the copies of any such preliminary enquiry. It was not necessary for the Bank to examine the Vigilance Officer during the enquiry proceedings, or to produce the copy of the Vigilance Report before the Enquiry Officer. The Bank management lastly contended that their action in the matter is just, proper, and legal, and prayed for the rejection of the claim of the Union.

5. The Issues framed at Exh. 24 are :—

- (1) Whether this Central Government Industrial Tribunal No. 2, Bombay, has jurisdiction to entertain the present reference?
- (2) Whether the Bank management proves that no industrial dispute, as contemplated under the Industrial Disputes Act, 1947 exists between the parties?
- (3) Whether the workman proves that the inquiry held against him, was not conducted properly, and the rules of natural justice were not followed?
- (4) Whether the findings of the Inquiry Officer were perverse?
- (5) Whether the Bank management proves that the work entrusted to the workman in question twice fell within the purview of his duties as a Bank employee?
- (6) Whether the action of the Management of Central Bank of India, Ahmedabad, in relation to their Nava Vadaj Branch in terminating the services of Shri B. C. Parmar, Sweeper w.o.f. 13-11-1982 is justified?
- (7) If not, to what relief is the workman concerned entitled?
- (8) What Award?

6. My findings on the said Issues are :—

- (1) Yes.
- (2) Industrial Dispute exists.
- (3) No.
- (4) No.
- (5) Yes.
- (6) Yes.
- (7) Nil.
- (8) Award as per below.

REASONS

ISSUE NO. 1 :

7. According to the Bank management, the Central Government has committed a jurisdictional error in referring this dispute to this Tribunal. Under section 7A of the Industrial Disputes Act, the appropriate Government may be notification in the Official Gazette constitute one or more Industrial Tribunals for the adjudication of the industrial disputes and for performing such other functions as may be assigned to them under the Act. The present Central Government Industrial Tribunal No. 2, Bombay, has accordingly been constituted by the Central Government under section 7A of the Industrial Disputes Act. As such, this Tribunal has certainly the jurisdiction to entertain and decide the present reference. Issue No. 1 is found in the affirmative.

Issue No. 2 :

8. According to the Bank management, no industrial dispute, as contemplated under the Industrial Disputes Act, exists between the workman and the management. However, as per section 2A of the Industrial Disputes Act, where an employer discharges, dismisses or otherwise terminates the service of an individual workman, any such dispute between the workman and his employer connected with such discharge, dismissal or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any Union of workmen is a party to the dispute. As such, an industrial dispute exists between the present workman and the bank management, as it relates to the termination of his service.

Issue No. 3 :

9. The workman Shri B. C. Parmar filed his affidavit in support of his case at Ex. W/25 and he was cross-examined on behalf of the Bank management. The Bank management filed the affidavit of the Enquiry Officer Shri M. D. Damani at Ex. M/52, and he was cross-examined on behalf of the workman. According to the workman, the enquiry held against him was not conducted properly, and the rules of

natural justice were not followed. However, it is seen from the record and the statements made by the workman in his statement of claim that before the charge sheet was issued to him, a memo was issued to him, that he replied to it, and thereafter a charge sheet was issued to him. In his cross-examination the workman stated and admitted thus :

"In the departmental enquiry held against him, he had engaged his defence representative by name Shri Mehta and he was present throughout the enquiry. The management witness Shri L. V. Vihol was cross-examined by the defence representative. The another management witness Shri J. B. Vatalia was also cross-examined by his representative. His mother was examined as a witness on behalf of the management, and she was also cross-examined on his behalf. He was present throughout the enquiry proceedings."

Thus, full opportunity was given to the workman to defend himself during the enquiry proceedings. Against the dismissal order passed against the workman by the Disciplinary Authority, the workman had filed an appeal, and the Appellate Authority, on hearing both the parties dismissed it. The workman admitted in his cross-examination that Shri M. L. Parikh was representing him during the appeal proceedings. I, therefore, find that the enquiry held against the workman was held properly and the rules of natural justice was properly followed. Issue No. 3 is found in the negative. Issue No. 4 :

10. According to the workman, the findings of the enquiry officer are perverse. However, on going through the Enquiry Officer's Report, I find that his findings are just and proper and are based on the evidence led before him, and they are not perverse in any way. Issue No. 4 is, therefore found in the negative.

Issue Nos. 5 and 6 :

11. Two charges were levelled against the workman in the domestic enquiry held against him, viz. :—

1. Act subversive of discipline which is an act prejudicial to the interests of the Bank which is an act of gross misconduct under clause 19.5(j) of the Bi-partite Settlement of 1966 ;
2. Incurring debts to an extent considered by the management as excessive which is an act of minor misconduct under clause 19.7(1) of the Bi-partite Settlement of 1966.

The Enquiry Officer by his Report dated 4-5-1982 found the charge No. 1 proved against the workman, and held the charge No. 2 not proved against him. According to the Bank management, the act of the workman in question amounted to gross misconduct as contemplated under clause 19.5(j) of the first Bi-partite Settlement 1966, which runs thus :—

"19.5 By the expression 'gross misconduct' shall be meant any of the following acts and omissions on the part of an employee :

- (j) doing any act prejudicial to the interests of the Bank or gross negligence or negligence involving or likely to involve the Bank in serious loss."
- In his cross examination the workman Shri Parmal admitted thus :—

"I had gone to Ajmer after 24-1-1981 and stayed there for two days. I had taken the pay-in-slips of the Bank there. In one pay-in-slip the amount of Rs. 354 and the other pay-in-slip the amount of Rs. 270 were entered into. In the pay-in-slip for Rs. 354 the name of Makhanjibhai R. Desai appeared and in the other pay-in-slip the name of L. V. Vihol appeared. I had taken the above two amounts from Ahmedabad to Ajmer. Those amounts belong to the Bank account holders mentioned above."

The abovesaid amounts were handed to the workman on 24-1-1981. Therefore, as per the admission of the workman himself, he misappropriated those amounts 24-1-1981 and did not credit them in the Account of the Gujarat Housing Board. Those amounts were admittedly belonging to the two account holders of the Bank. Therefore, by the said act the workman clearly committed gross misconduct by doing an act preju-

dicial to the interests of the Bank, and as such he was rightly found guilty of the charge No. 1 levelled against him by the Enquiry Officer.

12. According to the workman, it was not his duty to deposit the amounts in the account in the Bank, and that the said amounts were handed over to him after his duty hours were over. According to him, his duty hours were only from 7.00 A.M. to 10.00 A.M. Now, if it was not his duty to deposit the amounts in the Bank, he should not have accepted those amounts but should have returned them back to the said account holders. However, after having received those amounts, and after having wilfully accepted to discharge his duty, the workman cannot do any act prejudicial to the interests of the Bank. By acting as above, after having received the amounts, the workman has done an act prejudicial to the interests of the Bank as the image of the Bank is tarnished in the eyes of the people and the account holders. The workman has committed a breach of trust reposed in him, this act amounted to an act subversive of discipline. The work to be performed by him was not a private transaction unconnected with the Bank business.

13. My attention was drawn to the case of the Gujarat High Court reported in 1983 (2) GLR Page 1145, wherein it was held thus :—

"No employer can be saddled with a responsibility to retain an employee who is proved to be corrupt or indulging in dishonest practices especially in an institution like a Bank which has to deal with depositor's money."

It was further held by the Supreme Court in the case of Mulchandani Electrical Radio and Industries V/s. its workmen reported in 1975 1 LLJ Page 391, thus :—

"An act wherever committed, if it has the effect of subverting discipline or good behaviour within the premises or precincts of the establishment, will amount to misconduct."

It was held by the Supreme Court in the case of Dhantwal v/s. Hindustan Motors Ltd., reported in 1977 SCC (L&S) Page 25 thus :—

"Standing orders of a company only describe certain cases of misconducts and the same cannot be exhaustive of all the species of misconduct which a workman may commit. Even though a given misconduct may not come within the specific terms of misconduct described in the standing orders, it may still be a misconduct in the special facts of a case, which it may not be possible to condone and for which the employer may take appropriate action."

14. The workman has relied upon the case of Glaxo Laboratories reported in 1984 SCC (L&S) 42 in support of his contention that the work performed after the duty hours cannot be termed as a misconduct. However, the facts of the Glaxo case are different from the facts of the present case, and it was held in the Glaxo case by the Supreme Court that in case any misconduct was committed within the premises of the establishment or in the vicinity thereof, the necessary action can be taken against the workman.

15. According to the workman, the Enquiry Officer cross-examined him. However, I find from the record that the workman was not cross-examined as such by the Enquiry Officer, but that he had put some questions to him only with a view to clarify the point, which is permissible in law. According to the workman, the copies of the statements recorded by the Vigilance Officer were not supplied to him, and the Vigilance Officer was also not examined as a witness during the enquiry proceeding. However, the present enquiry was conducted independently of the Vigilance Report, and as such it was not necessary for the Bank management to supply the copies of the statements recorded by the Vigilance Officer to the workman. According to the Bank management, no preliminary enquiry before holding the regular enquiry, was held against the workman, and as such there was no question of supplying the copies of the preliminary enquiry to the workman.

16. In result, for the reasons and circumstances mentioned above, I find that the action of the Bank management in ter-

minating the services of the workman Shri Parmar with effect from 13-11-1982 was quite just, proper and legal.

17. The action of the Bank management in question is just and proper also in view of the previous records of the workman. He admitted in his cross-examination that one more enquiry was held against him before the enquiry in question, that the allegation against him in that earlier enquiry was that he had misbehaved with the daughter of the Bank's customer, and that his two increments were stopped thereby. Therefore, in view of this previous bad record of the workman in the past, the Bank management's action in question is quite just and proper. Issue Nos. 5 and 6 are therefore found in the affirmative. As such the workman is entitled to no relief. Issue No. 7 is found accordingly.

18. In the result, the following Award is passed.

AWARD

The action of the management of Central Bank of India, Ahmedabad, in relation to their Nav Vadaj Branch in terminating the services of Shri B. C. Parmar, Sweeper w.o.f. 13-11-1982 is just, proper, and legal.

The parties to bear their own costs of this reference.

P. D. APSHANKAR, Presiding Officer
[No. L-12012/313/83-D.JI(A)]

कानू. 272.—ओर्डोरिंग विवाद अधिनियम, 1947 (1947 का 14) की पारा 17 के अनुसार में, केन्द्रीय सरकार बैंक भाफ बड़ोदा के प्रबंधतात्रे के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओर्डोरिंग विवाद में आशोरिंग अधिकारण, जयपुर के बंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 272.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 1-1-92.

अनुबंध

केन्द्रीय ओर्डोरिंग व्यायाधिकारण, जयपुर

केस नं. सी.आई.टी. 53/1991

रैफरेंस : भारत सरकार, थम भंतालय, नई विल्स का आवेदन क्र.

एत-12012/180-90 शाइ. आर. बी II विनांक 18-9-91

श्री सुरेश मिह मार्फत महा सचिव, बैंक भाफ बड़ोदा कमंडारी
यूनियन, जयपुर । —प्रार्थी

बनाम

बैंक भाफ बड़ोदा, जयपुर । —प्रार्थी

उपस्थित

माननीय व्यायाधीश श्री जगतसिंह जी, आर.एच.जे.एस.

प्रार्थी की ओर से :

कोई हाजिर नहीं

प्रार्थी वैका की ओर से :

श्री आर. के. काला

दिनांक अवार्ड :

13-11-1991

अवार्ड

प्रार्थी बैंक की ओर से श्री आर. के. काला उपस्थित थाए। यूनियन की ओर से कोई हाजिर नहीं है। आज यह केस यूनियन की ओर से स्टेटमेंट ऑफ फलेम पेश करते हैं जिसका किंतु ना सो स्टेटमेंट ऑफ फलेम पेश किया गया और ना ही यूनियन की ओर से कोई उपस्थित थाया। ऐसा प्रतीत होता है कि यूनियन अब इस मामले में रुचि नहीं ले रही है। अतः प्रकरण में नो डिस्प्यूट अवार्ड पारित किया जाता है जो केवल सरकार को प्रकाशनार्थ नियामनुसार भेजा जाये।

जगत सिंह, पीटासीन प्रधिकारी

[सं. एल-12012/180-90-ही-2(ए)]

का. आ. 273.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 1-1-92 को प्राप्त हुआ था।

S.O. 273.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 1-1-92.

अनुबन्ध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 48/1991

रेफरेस: भारत सरकार, अम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल-12012/144/91/आई.आर.वी. 2 दिनांक 29-8-91

श्री श्री. एल. मीणा द्वारा

सचिव, बैंक ऑफ बड़ौदा कर्मचारी यूनियन, जयपुर

—प्रार्थी

बनाम

बैंक ऑफ बड़ौदा, जयपुर।

—प्रप्रार्थी

उपस्थित

माननीय न्यायाधीश श्री जगतसिंह जी, आर.एच.जे.एस.

प्रार्थी की ओर से : कोई हाजिर नहीं

प्रप्रार्थी की ओर से : कोई हाजिर नहीं

दिनांक प्रवार्द्ध : 28-10-91

प्रवार्द्ध

फरीकेन की ओर से कोई हाजिर नहीं था। आज की ओर से स्टेटमेंट थाक क्लेम पेश करते हेतु केस नियुक्त था किंतु न तो क्लेम पेश किया गया है और न ही कोई उपस्थित थाया। ऐसा प्रतीत होता है कि पक्षकारान् घब्र इस मामले में कोई रुचि नहीं रखते अतः इस प्रकरण में नो डिस्पूट प्रवार्द्ध पारित किया जाता है जो भारत सरकार को प्रकाशनार्थ नियमानुसार भेजा जाये।

जगत सिंह, न्यायाधीश

[सं. एल-12012/144/91-डी-2 (ए)]

का.आ. 274.—औद्योगिक विवाद अधिनियम, 1947

का. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्विष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 274.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 1-1-92.

अनुबन्ध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं.आई.टी. 49/1991

रेफरेस: भारत सरकार, अम मंत्रालय, नई दिल्ली का आदेश क्रमांक ए-11012/158/91/आई.आर.वी. 29-8-91

श्री आर. के. मेर्ह, मार्फत महासचिव, बैंक ऑफ बड़ौदा कर्मचारी यूनियन, जयपुर—प्रार्थी

बनाम

बैंक ऑफ बड़ौदा।

—प्रप्रार्थी

उपस्थित

माननीय न्यायाधीश श्री जगत सिंह जी, आर.एच.जे.एस.

प्रार्थी यूनियन की ओर से : कोई हाजिर नहीं

प्रप्रार्थी की ओर से : कोई हाजिर नहीं

दिनांक प्रवार्द्ध : 28-10-91

प्रवार्द्ध

फरीकेन की ओर से कोई हाजिर नहीं है। यूनियन की ओर से स्टेटमेंट थाक क्लेम पेश करते हेतु यह केस आज नियुक्त था किंतु ना तो क्लेम पेश किया गया और न ही कोई उपस्थित थाया। ऐसा प्रतीत होता है कि यूनियन अब मामले में रुचि नहीं रखती है अतः इस प्रकरण में घब्र पैरवी में नो डिस्पूट प्रवार्द्ध पारित किया जाता है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

जगत सिंह, पीठासीन अधिकारी

[सं. एल-12012/158/91-डी-2 (ए)]

का.आ. 275.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इण्डिया के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 275.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 1-1-92.

अनुबन्ध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 44/1991

रेफरेस: भारत सरकार, अम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल-12012/422/87/डी 2 (ए) दिनांक 24-6-91

श्री राजेन्द्र सिंह

—प्रार्थी

बनाम

सेन्ट्रल बैंक ऑफ इण्डिया, श्रीगंगानगर प्रांच, श्रीगंगानगर।

—प्रप्रार्थी

उपस्थित

माननीय न्यायाधीश श्री जगत सिंह जी, आर.एच.जे.एस.

प्रार्थी की ओर से : कोई हाजिर नहीं

प्रप्रार्थी बैंक की ओर से : कोई हाजिर नहीं

दिनांक प्रवार्द्ध : 4-11-1991

प्रवार्द्ध

फरीकेन की ओर से कोई हाजिर नहीं है। आज प्रार्थी को स्टेटमेंट थाक क्लेम पेश करते हेतु केस नियुक्त है किंतु ना तो प्रार्थी अथवा उसका प्रतिनिधि उपस्थित थाये और न ही कोई क्लेम पेश हुआ है। ऐसा लगता है कि पक्षकार घब्र इस मामले में रुचि नहीं रखते हैं, अतः इस प्रकरण में घब्र पैरवी में नो डिस्पूट प्रवार्द्ध पारित किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थ नियमानुसार भेजा जाये।

जगत सिंह, पीठासीन अधिकारी

[सं. एल-12012/422/87-डी-2(ए)]

वी. के. बेण्योपालम, डेस्क अधिकारी

नई शिल्पी, 30 दिसंबर, 1991

का. आ. 276.—ओर्डोरिंग विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बनपुरी ओपन कास्ट मार्ईन्स आफ एस. इ. सी. के प्रबन्धसंच के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओर्डोरिंग विवाद में केन्द्रीय सरकार ओर्डोरिंग अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-91 को प्राप्त हुआ था।

New Delhi, the 30th December, 1991

S. O. 276.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Dhanpuri Open Cast Mines of S.E.C. Ltd. and their workmen, which was received by the Central Government on the 24-12-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(58)/1989

PARTIES :

Employers in relation to the management of Dhanpuri Open Cast Mines of S.E.C. Ltd., Post Amlai Colliery, Distt. Shahdol (M.P.) and their workman, Shri Shankar Saran Singh, Clerk Grade-III, represented through the M.P. Koyal Mazdoor Sabha, Hind Mazdoor Sabha, Post Dhanpuri, District Shahdol (M.P.).

APPEARANCES :

For Workman—Shri R. C. Srivastava Advocate.

For Management—Shri R. Menon, Advocate.

INDUSTRY : Coal Mining DISTRICT : Shahdol (M.P.)

AWARD

Dated : December, 10th 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-2102/38/88-DIIB/D IVB Dated 3-3-1989, for adjudication of the following dispute:—

"Whether the action of the management of Dhanpuri Opencast Mines of S.E.C. Ltd. in dismissing their workman Shri Shankar Saran Singh, Clerk Grade-III from services vide letter No. SECL/SAM/D/86/678 dated 11-2-1986 is legal and justified? If not, to what relief the workman is entitled and from what date?"

2. Facts leading to this case are that Shri Shankar Saran Singh was working as Clerk Grade-III in Dhanpuri Opencast Mines of the Management. On 10-9-1985 he was charge-sheeted as follows:—

CHARGE-SHEET

"I hereby require you to state as to why you should not be dismissed or demoted from the services of CIL/Western Coalfields Limited or punished with any lesser penalties specified in the Model Standing Order by which your services are governed on account of the following charges:—

(1) On 27-8-85 in gate pass No. 10885 against DO No. 371 dated 6-7-85 for truck No. MPA 8637, you have recorded gross & tare weight as 16,000 tonnes & 5,340 tonne as net weight instead of 10,560 tonnes as net weight thereby you have over issued one (1) tonne of coal to the concerned party.

(2) On the same day i.e. 27-8-85 in gate pass No. 10878 against DO No. 439 dt. 7-7-85 for truck

No. MPA 7422 you have recorded gross & tare weight as 15,820 & 5,640 tonnes respectively. But in the net weight column you have recorded 10,880 tonnes instead of 11,180 tonnes thereby you have over issued 0.300 tonnes to be concerned party.

- (3) On 30-8-85 in gate pass No. 10934 against DO No. 380 dt. 18-7-85 for truck No. CPF 9395 you have recorded gross and tare weight as 20,540 tonnes & 6,240 tonnes respectively. But as net weight you have recorded 13,300 tonnes instead of 14,300 tonnes thereby you have over issued one (1) tonne of coal to the concerned party.
- (4) On 1-9-85 in gate pass No. 10999 against DO No. 321 dt. 5-6-85 for truck No. MPH 3958 you have recorded gross and tare weight as 16,140 tonnes and 5,000 tonnes respectively. But you have recorded 9,140 tonnes instead of 11,140 tonnes thereby you have over issued 2 tonnes of coal to the concerned party.

Recording of less weight of net coal carried by road sale trucks on the gate passes mentioned above constitute a major misconduct on your part under the model standing order by which your services are governed vide clause No. 17(i)(a) & 17(i)(f) which are reproduced below :

Clause 17(i)(a) : Theft, fraud or dishonesty in connection with the employer's business or property.

Clause 17(i)(f) : Habitual neglect of work.

3. A departmental enquiry was held against him and his services were terminated vide letter No. SECL/SAM/D/86/678 dated 11-2-1986.

4. Since the workman vide proceedings dated 29-10-91 has not challenged the validity of the enquiry I therefore record my findings on Issues No. 1 & 3 as follows :—

The domestic/departmental enquiry is proper and legal and the question of management to lead evidence before this Tribunal does not arise.

5. The case of the workman in brief is that the findings are perverse, the punishment is excessive and there is only a clerical error. There is also a discrimination in regard to his punishment which is liable to be set aside and the workman is entitled to be reinstated with all back wages and consequential reliefs.

6. Management in substance have denied all the averments of the workmn. According to the management reference is liable to be rejected.

7. The following issue were framed by my learned prodecesor, I have given the findings on Issues No. 1 & 3 as above and the remaining issues are being dealt with hereinafter:—

ISSUES

1. Whether the domestic/departmental enquiry is proper and legal?
2. Whether the punishment awarded is proper and legal?
3. Whether the management is entitled to lead evidence before this Tribunal?
4. Whether the termination/action taken against the workman is justified on the facts of the case?
5. Relief and costs?

FINDINGS WITH REASONS:

8. No oral evidence has been led by either party. Management has proved six documents Ex. M/1/to Ex. M/6 which have been admitted by the other party. Workman has not produced any document in support of his case. The D.E. file which has not been challenged is also on record.

9. While going through the report of the Enquiry Officer (Ex. M/5) I find that the Enquiry Officer has found as follows in para 9(b) of his report:—

"Regarding over issuing of coal to the road sale parties, the accused workman had stated that the road side parties in the four cases under reference were not

issued any excess coal. In support of his contention, the workman demanded for production of DO. Register maintained at Dhanpuri OCM which produced before the enquiry officer by the M.R. This register was being maintained by one Shri A. K. Das, Clerk of Dhanpuri OCM. This register contained the details of D.O. entries, subsequent issue of coal as per individual challans and finally arriving at the figures of coal still due to the party. While entering the details of the coal issued to the parties in the four cases under reference, Shri Das had corrected the calculation mistakes committed by Shri S. S. Singh and he had entered the corrected figures of issue of coal and balance coal to be issued to the concerned party. The M.R. accepted that issue of coal to the parties is done as per the records of this register and he accepted on perusal of this register before the Enquiry Officer and the other parties in enquiry that no coal was over issued to the concerned four road side parties."

10. The Enquiry Officer has also come to the following conclusion in para 13 A, B & C:—

A. It has clearly come out in the course of enquiry, which has also been accepted by the accused workman that he had factually under recorded the net weight of the road sale trucks as detailed in the para 1 to 4 of the charge sheet No. WCL/SAM/D/C-2/804, dated 10.9.85. Whether the mistake of under recording of net weight was accidental or deliberate, is a difficult decision to arrive at. At the same time the accused workman's contention that the under recording of net weight was only a calculation mistake/slip of pen cannot be accepted at its face value and accordingly it cannot be ruled out that the accused workman had some ulterior motive in under recording the net weight of road sale trucks under reference.

B. No coal was over issued to the concerned road sale parties due to under recording net weight of trucks in the four instant cases.

C. Exenting the 4 cases of under recording of net weight of road sale trucks clubbed under Charge Sheet under reference no other evidence could be produced by the management to substantiate the charge of habitual neglect of work by Shri Shankar Saran Singh.

Based on the above conclusions it is reasonably proved that Shri Shankar Saran Singh is guilty of recording less weight of coal carried by road sale trucks in the four instant cases thus the charges of misconduct under clause 17(i)(a) against Shri S. S. Singh is established.

The other two sub charges namely over issuing of coal to road sale parties in the instant cases and habitual neglect of work a misconduct under clause 17(i)(f) of the Standing Orders are not established.

11. Thus the Enquiry Officer came to the conclusion that the delinquent workman is guilty of recording less weight of coal carrying by road sale parties and trucks which amounts to misconduct under Cl. 17(i)(a). The Enquiry Officer has also held that the other charges have not been proved.

12. The workman has drawn my attention towards relevant passes for transit and simply pointed out that there is clerical error in recording weight I am inclined to accept his version. There does not appear to be any malafide. This is a bonafide mistake and hence the punishment is excessive. It cannot be justified on the facts of this case.

13. The workman is therefore entitled to be reinstated but in the circumstances without any back wages, but all other benefits with continuity in service. I think this is a sufficient punishment. Reference is accordingly answered as follows:

The action of the management of Dhanpuri Orecast Mines of S.F.C. Ltd. in dismissing their workman Shri Shan-

kar Saran Singh, Clerk Grade III from services vide letter No. SECL/SAM/D/86/678 dated 11-2-1986 is though legal but not justified on the facts of the case. Workman is entitled to be reinstated in service without back wages, but with all other benefits and continuity in service. No order as to costs.

V. N. SHUKLA, Presiding Officer
[No. I-21012/38/88-D.IITB/D.IV(B)]

का. आ।. २७.—ओर्डोरिंग विचार अधिकारीयम्, १९४७ (१९४७ का १४) की धारा १७ के अनुमति गे. मेन्ट्रीय सरकार गोगवारी कोलवरी आफ छय गी. प. के प्रबन्धतान के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निवार ओर्डोरिंग विचार में केन्द्रीय सरकार ओर्डोरिंग विचारणा, जबलपुर के प्रबन्ध द्वारा प्रबाणित कर्यालय है, जो केन्द्रीय सरकार को 24 दिसम्बर, 1991 को प्राप्त हुआ था।

S. O. 277.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Ghorawari Colliery of W.C. Ltd. and their workmen, which was received by the Central Government on the 24-12-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT JABALPUR (M.P.)

Case No. CGIT/LC(R)(37)/1991

PARTIES :

Employers in relation to the management of Ghorawari Colliery of W.C. Ltd., P.O. Ghorawari Khurd, District Chhindwara (M.P.) and their workman, Shri Bhaiyalal S/o Tulsiram, Clipman, represented by M.P.K.K.M.P. (HMS), P.O. Junnardeo, District Chhindwara (M.P.).

APPEARANCES :

For Workman—None.

For Management—Shri A. K. Shashi, Advocate.

INDUSTRY : Coal Mine DISTRICT : Chhindwara (MP)

AWARD

Dated : December, 13th 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/388/9-IR (Coal-II) Dated 16-3-1991, for adjudication of the following dispute:—

“Whether the action of the management of Manager, Ghorawari Colliery WCL, Kanhan Area, P.O. Ghorawari Khurd, Dist. Chhindwara (M.P.) in retiring Shri Bhaiyalal, S/o Tulsiram, Clipman of Ghorawari Colliery of Kanhan Area of WCL w.e.f. 1-7-1990 without giving any consideration to his date of birth recorded as 27-6-1934 in the School Leaving Certificate produced by him is justified? If not to what relief the concerned workman is entitled to?”

2. Statement of claim on behalf of the workman was received by post vide proceedings dated 9-4-91. Management filed its statement of claim on 29-8-91. Next date was fixed for filing of rejoinder by the workman on 12-12-1991 on which date neither the workman nor representative of the workman appeared nor rejoinder has been filed/received on behalf of the workman.

3. Workman did not care to participate in the proceeding on any dates fixed i.e. on 9-4-91, 3-6-91, 29-8-91 and 12-12-91 except that a statement of claim was sent on his behalf by post.

4. In the circumstances, it appears that the workman has no interest in the case. I, therefore, record a No Dispute Award. Parties to bear their own costs.

V. N. SHUKLA, Presiding Officer
[No. L-22012/388/90-IR(C.II)]

का.आ. 278.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बिजूरी कॉल्यूरी आंक हस्डेव प्रैरिया शाफ एस. आई.सी.एन. के प्रबन्धालय के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकारण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24 दिसंबर, 1991 को प्राप्त हुआ था।

S.O. 278—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Bijuri Colliery of Hasdeo Area of S.E.C. Ltd. and their workmen, which was received by the Central Government on the 24-12-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, JABALPUR (M.P.)
Case No. CGIT/LC(R)(55)/1988

PARTIES:

Employers in relation to the management of Bijuri Colliery of Hasdeo Area of S.E.C.Ltd., P.O. Bijuri Colliery, District Shahdol (M.P.) and their workmen, Shri Padam Narayan Pandey S/o Shri Indranarayan Pandey General Mazdoor, represented by M.P.K.M.S(HMS), Hasdeo Area, Post South Jhagrakhand Colliery, District Surguja (M.P.).

APPEARANCES:

For workman—Shri N. L. Pandey.

For Management—Shri R. Menon, Advocate.
INDUSTRY : Coal Mining DISTRICT : Shahdol (M.P.)

AWARD

Dated : December 13th, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/8/88-D.III(B) Dated 28/4/6/1988, for adjudication of the following dispute:—

SCHEDULE

“Whether the action of the management of Bijuri colliery of Hasdeo Area of S.E.C.Ltd. in terminating the services of their workman Shri Padam Narayan Pandey S/o Shri Indranarayan Pandev, General Mazdoor w.e.f. 7-11-1984 is justified. If not, what relief is the workman entitled to?”

2. Facts leading to this case are that the workman concerned, Shri Padam Narayan Pandey, was appointed by the Sub-Area Manager, Bijuri Colliery vide letter dated 26-12-1981 as casual worker. This appointment was for a period 26-12-81 to 31-1-82. He continued to work and his services were dispensed with by an order dated 19-7-82. Again he was appointed on 1-9-82 afresh as Casual Mazdoor. But on some charges his services were dispensed with vide order dated 7-11-1984. This order is in question and the same has been referred to this Tribunal, for adjudication.

3. The workman has challenged the order of termination contending that he has worked for more than 190 days in permanent nature of mining job. According to Standing Orders he became a permanent worker of the Colliery and his services could not be terminated without conducting an enquiry. Therefore his services have been wrongly terminated.

by the management. The termination of the workman without an enquiry amounts to retrenchment under Sec. 2(oo). He has neither been given notice, notice pay or retirement compensation as required under Sec. 25-F of the I.D. Act, hence his termination is void ab initio. He is entitled to be reinstated with all back wages and consequential benefits with 12% interest thereon.

4. The management has contended that the workman was a casual worker engaged on casual nature of job for a specific period. But since he misbehaved with certain persons and his work was not satisfactory his services were dispensed with earlier also and finally vide order dated 7-11-1984. Since he was a casual mazdoor there was no need of any departmental enquiry. However, if the Tribunal finds that the management should have conducted an enquiry, it may be permitted to prove the misconduct before this Tribunal. Management's action is justified and the workman concerned is not entitled to any relief whatsoever. Reference is liable to be rejected and be accordingly rejected.

5. Parties were heard on the question whether the management having not given any charge-sheet to the workman and having not made any departmental enquiry is entitled to lead evidence in relation to the misconduct of the workman. This Tribunal vide order dated 12-11-1990 held that the management is entitled to lead evidence to prove misconduct of the workman before this Tribunal, the management was permitted to do so and the workman was also directed to lead evidence in rebuttal.

6. Management did not adduce any evidence to prove misconduct of the workman despite repeated adjournments granted. Hence the management's case was closed. Workman also has led no evidence.

7. During the course of arguments Shri N. L. Pandey, representative of the workman, has stated in presence of Counsel for management that the workman would be satisfied if he is reinstated without back wages, but with continuity in service, with an assurance that the workman shall not commit such misconduct. The case was thereafter closed for award.

8. The management has failed to prove misconduct. But in view of the above statement of Shri N. L. Pandey, representative of the workman, and in the interest of justice the management is directed to reinstate the workman with continuity in service but without any back wages. No order as to costs. Award is given accordingly.

V. N. SHUKLA, Presiding Officer
[No. L-21012/3/88-D.III(B)]

का.आ. 279.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सूरकाच्छर कॉलेजरी आफ एल्यू. सी. एन. के प्रबन्धालय के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकारण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-91 को प्राप्त हुआ था।

S.O. 279—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Surakachhar Colliery of W.C. Ltd. and their workmen, which was received by the Central Government on the 24-12-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, JABALPUR (M.P.)
Case No. CGIT/LC(R)(102)/1987

PARTIES :

Employers in relation to the management of Surakachhar Colliery, Western Coalfields Ltd., P.O. Bankimongra,

District Bilaspur (M.P.) and their workman, Shri Fira Ram S/o Jailal, Line Mazdoor, represented through the Chhattisgarh Khadan, Karkhana Mazdoor Union, Bankimongra, P.O. Bankimongra, District Bilaspur (M.P.).

APPEARANCES:

For Workman—Shri Rambilash Shobhnath

For Management—Shri R. Menon, Advocate.

INDUSTRY : Coal Mine DISTRICT : Bilaspur (M.P.)
AWARD

Dated : December, 12th, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/91/85-DV/D.III(B) Dated 8-7-1987, for adjudication of the following dispute:—

“Whether the action of the management of Surakachhar Colliery of Western coalfields Ltd., in terminating the services of Shri Fira Ram S/o Jailal, Line Mazdoor is justified? If not, to what relief the workman is entitled?”

2. Parties filed their respective pleadings, documents, as many as five issues were framed. Parties vehemently contested the dispute and after hearing the parties orders on preliminary issues were passed on 16th November, 1990 that the enquiry is vitiated and the management was directed to adduce evince to prove misconduct against the workman before this Tribunal.

3. Parties instead of adducing evidence on merits arrived at the following compromise at Bilaspur on 3-12-1991:—

“The workman shall be reinstated within 2 months from today without any back wages with continuity of service for the purposes of Gravity only.”

4. Parties prayed that an award be passed in terms of compromise arrived at between the parties. The above terms of compromise appear to be just and fair and in the interest of the workman. I therefore record my award in terms of compromise quoted above and make no order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-22012/91/85-DV/D.III(B)]

का.प्रा. 281.—औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के प्रसुरण में, केन्द्रीय सरकार कुमारखेला ओसीपी आफ. मै.ई.सी.एस के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आमनसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-91 को प्राप्त हुआ था।

S.O. 280.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kumarkhela OCP of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on the 26-12-91.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL, ASANSOL
Reference No. 42/90

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES :

Employers in relation to the Management of Kumarkhela OCP of M/s. E.C. Ltd.

AND

Their workman.

APPEARANCES :

For the Employers—Sri P. K. Das, Advocate.

For the Workman—Sri B. Kumar, Jt. Secretary of the Union.

INDUSTRY : Coal

STATE : West Bengal.

Dated, the 17th December, 1991

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(80)/90-IR(C.II) dated 14-9-1990.

SCHEDULE

“Whether the action of the management of Kumarkhela OCP of M/s. ECL in denying employment to Sri Ramu Maihi, husband of Late Mangali Maihain Ex Wagon Loader, is justified? If not, to what relief the workman concerned is entitled?”

2. The case is called today (17-12-91) for hearing. At this stage Sri B. Kumar the representative of the union submits that the concerned workman is not taking interest in proceeding with the case. As such he has no instruction from the union to proceed with the case. He makes endorsement (no instruction).

3. In the circumstances I find that there is no other alternative but to pass a no dispute award and accordingly a no dispute award is passed in this case.

N. K. SAHA, Presiding Officer

[No. L-22012/80/IR(J.I)]

का.प्रा. 281.—औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के प्रसुरण में, केन्द्रीय सरकार कुमारखेला ओसीपी आफ. मै.ई.सी.एस के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आमनसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-91 को प्राप्त हुआ था।

S.O. 281.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Mohan Colliery of W.C. Ltd. and their workmen, which was received by the Central Government on 24-12-1991.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

— Case No. CGIT/LC(R)(30)/1986

PARTIES :

Employers in relation to the management of Mohan Colliery of W.C.L. P.O. Junnardeo, District Chhindwara (M.P.) and their workman, Brillal, represented through the Bhartiya Kovali Khadan Mazdoor Sangh (B.K.S.), P.O. Chandametta, District Chhindwara (M.P.)

APPEARANCES :

For Workman—Shri R. S. Rathor.

For Management—Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mining

DISTRICT : Chhindwara (MP)

AWARD

Dated, the 11th December, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012(75)/85-D.V dated 10-2-1980, for adjudication of the following dispute :—

"Whether the action of the management of Mohan Colliery or Western Coalfields Limited, Kannan Area is not fixing Sri Brijlal as a Water Supplier in Cat. I and not paying him the wages as per N.C.W.A is justified ? If not, to what relief the worker is entitled ?"

Facts leading to this case are that the workman is supplying water to various employees of the management i.e. Mohan Colliery of M/s. W.C. Ltd. Kannan Area.

2. The workman says that he is the employee of the management. Therefore, he could well be the member of the Union which has sponsored the dispute and he is the member of the Union.

3. He has been supplying water to the staff of the Colliery and the payment is made directly by the Colliery management for his manual work. Though no appointment letter has been issued but he is supplying the drinking water to the staff, employees of the Colliery, at the instance of the management and he is very much an employee of the management. Though he is paid by the management but the payment is at arbitrary rate. He is governed by the N.C.W.A. Other Watermen are employed as workmen of the management and they are paid Cat. I wages to which he is also entitled. Award be passed accordingly.

4. The management has not only denied the claim of the workman but his right of being member of the Union because according to it Shri Brijlal is not a workman of the management and hence cannot be a member of the Union. There is no employer-employee relationship. His name does not find place in statutory registers. Some of the employees are utilising his services to supply water as domestic servant. N.C.W.A. does not employ to him. He is paid as per contract. Reference is, therefore, liable to be rejected.

5. Reference was the issue in this case.

REASONS FOR MY FINDINGS :

6 Management has filed one document Ex. M/1 while the workman has not filed any document. The workman has, however, examined two witnesses viz. Brijlal as WW-1 and Shankar as WW-2. Management has proved the document Ex. M/1 which appears to be the voucher.

7. WW-1, Brijlal, workman concerned, himself admitted that he gets payment for supplying water as per Ex. M/1. This document itself shows that the payment is made on the basis of supplying water.

8 WW-2, Shankar, has come out to say that though he is a Water Carrier he is an employee of the management and he draw wages as Cat. I. He says that he was employed when the Colliery was private. He is working since the time of the predecessor of the mine. This case stands on different footing. Even then he has not filed the relevant document to prove his case. Certain references of awards etc. have been made in the written arguments. One photo copy of award given by the Arbitrator, Shri G. N. Shah is on record, but the facts of the case of Shri Ghudan is entirely different. He was supplying water to underground and all workers engaged on the surface in Damua East Colliery. He had also produced two note books to show that he had been working regularly and his attendance was noted by the clerk of the management. His case cannot be equated with the case of the present workman. The present workman cannot be said to be the employee of the management. He is employed on contract and being paid 0.80 per Kamar. This payment is too low which call for review. With this observation reference is answered against the workman. Workman is not entitled to any relief. No order as to costs. Award is given accordingly.

V. N. SHUKLA, Presiding Officer

[No. L-22012/75/85-D.V]

का. प्रा. 282.—ओरोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वैजित् कोलमरी आफ ई.सी.ली. के प्रबन्धताल के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निश्चित ओरोगिक विवाद में केन्द्रीय सरकार ओरोगिक अधिकरण, आसनमाला के प्रत्येक को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-91 को प्राप्त हुआ था।

S.O. 282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bejdih Colliery of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on 26-12-1991.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 47/89

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES :

Employers in relation to the management of Bejdih Colliery of M/s. E.C. Ltd.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri B. N. Lala, Advocate.

For the Workman—Sri B. Kumar, Jt. Secretary of the Union.

INDUSTRY : Coal

STATE : West Bengal

AWARD

Dated, the 17th December, 1991

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(84)/89-IR (C-II) dated 21-11-1989.

SCHEDULE

"Whether the action of the Management of Bejdih Colliery of Sitarampur Area of M/s. E.C. Ltd., in superseding Sri Sitaram Yadav, Overman in the matter of promotion to the post of Sr. Overman and not allowing him promotion, was justified ? If not, to what relief the workman was entitled and from what date ?"

2. The case is called today (17-12-91) for hearing. At this stage Sri B. Kumar the representative of the union submits that the concerned workman is not taking interest in proceeding with the case. As such he has no instruction from the union to proceed with the case. He makes endorsement (no instruction).

3. In the circumstances I find that there is no other alternative but to pass a no dispute award and accordingly a no dispute award is passed in this case.

N. K. SAHA, Presiding Officer
[No. L-22012/84/89-IR (C-II)]

का. प्रा. 293.—ओरोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सामला कोलमरी आफ ई.सी.ली. के प्रबन्धताल के संबंद्ह नियोजकों और उनके कर्मकारों

के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण, आसनसोल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-91 को प्राप्त हुआ था।

S.O. 283.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Samla Colliery of E.C. Ltd., and their workmen, which was received by the Central Government on 26-12-1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 28/90

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES :

Employers in relation to the Management of Samla Colliery of M/s. E.C. Ltd.

AND

Their Workman.

APPEARANCES :

For the Employers—Sri P. K. Das, Advocate.

For the Workman—Sri B. Kumar, Jt. Secretary of the Union.

INDUSTRY : Coal

STATE : West Bengal

AWARD

Dated, the 18th December, 1991

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(16)/90-IR (C-II) dated 9-7-1990.

SCHEDELE

"Whether the action of the management of Samla Colliery of M/s. ECL in not referring the case of Shri Jamuna Singh, CB Checker to the Appex Medical Board and thus depriving him of benefit of Clause 9.4.3 of NCWA-III is justified. If not, to what relief the workman is entitled?"

2. The case is called today (18-12-91) for hearing. At this stage Sri B. Kumar the representative of the union submits that the concerned workman is not taking interest in proceeding with the case. As such he has no instruction from the union to proceed with the case. He makes endorsement (no instruction).

3. In the circumstances I find that there is no other alternative but to pass a no dispute award and accordingly a no dispute is passed in this case.

N. K. SAHA, Presiding Officer
[No. L-22012(16)/90-IR (C-II)]

RAJA LAL, Desk Officer

पट्टि विल्सी, 30 दिसम्बर, 1991

का.धा. 284.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बसान्तमाता फोरियरी आफ मैसर्स बी.सी.सी.एस. के प्रबन्धालंब से संबंधित नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण, (सं.-2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 27-12-91 को प्राप्त हुआ था।

New Delhi, the 30th December, 1992

S.O. 284.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Basantmata Colliery of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 27-12-1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

Reference No. 32 of 1987

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the management of Basantmata Colliery of M/s. Bharat Coking Coal Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen—Shri Samit Chatterjee, Area Asstt. Secretary, R.C.M.S.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the December, 1991

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(233)/86-D.III (A), dated, the 15th January, 1987.

SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Sangh that the management of Basantmata Colliery of M/s. Bharat Coking Coal Limited should regularise their workmen, Shri Nanku Manjhi, as Night Guard with retrospective effect and with payment of wages for his idle period from October, 1984 is justified? If so, to what relief is the said workman entitled?"

2. The concerned workman namely Shri Nanku Manjhi claims regularisation as Night Guard on the ground that he worked as such from September, 1981 to September, 1984 regularly. He claims to have worked as Night Guard for complete 3 years. Thus he acquired the status of permanent Night Guard. He in his W. S. stated that he was appointed on 31-1-73 prior to take over of the Colliery by the erstwhile management. According to him he was declared as Night Guard due to exigency of work from September, 1981 and he continued working regularly as Night Guard till September, 1984. The concerned workman has stated that he was arbitrarily stopped from duty with effect from October, 1984 and he was neither issued any chargesheet nor any letter of explanation was sent. When the workman protested against the said arbitrary action of the management he was verbally asked to go to work as loader which the workman declined as he was overdue to be regularised as Night Guard. Accordingly it has been prayed that the management of Chanch Victoria Area be directed to reinstate the workman in service of the company as Night Guard and that he be paid for the forced idle period from October, 1984 till the date of resumption of duty. The cost of the proceeding has also been demanded.

3. On the other hand the management through the W.S. has stated that the concerned workman was allowed to work as Night Guard only on compassionate and humanitarian ground for he was not keeping good health. He was allowed this work on the recommendation of the Attending physician. It was stated that Nanku Manjhi a Miner was terminated by the company due to his long unauthorised absence from his duty but subsequently he was taken back in the employment of the management as badli miner on and from 11-1-81. It

was stated that Nanku Manphi was a sick person and in January, 1982 he fell ill seriously and was referred to Central Hospital for treatment. In the month of February, 1982 he was released from the hospital and approached the management for light duty. The management took compassionate view and allowed him to work as Night Guard initially for 15 days which was subsequently extended to 3 months. Thereafter he had been falling sick intermittently and receiving treatment and the management also allowed him night duty from time to time merely on humanitarian ground.

4. As per statement the concerned workman again fell ill seriously in October, 1983 and was referred to the Central Hospital for treatment. He received treatment from 21-10-83 to 19-12-83. He was declared fit on 20-12-83 and discharged from the hospital. However, he was advised by the management to continue his treatment and he was also recommended surface duty. But since the management could not provide him surface duty for indefinite period he was told to continue his treatment and report for duty as soon as he was fully cured. According to the management the concerned workman did not report for duty since then and the management could know his whereabouts only in the year 1986 when industrial dispute was raised by the union demanding regularisation of the concerned workman as Night Guard. Lastly it was stated by the management that the concerned workman has not been terminated from the service and is still on the roll of the colliery and that if he reports for duty in his original post as miner the management is still prepared to allow him to work.

5. Admittedly, the concerned workman was appointed as Miner prior to taking over of the Colliery and Ext. W-4 will bear out testimony of this fact. In order to appreciate the rival contention we are required to go through some of the documents already on record. Ext. M-3 and M-5/1 will show that the concerned workman was hospitalised for his treatment in Basantimata Colliery hospital and the doctor while discharging the patient had advised for light duty. On the basis of that recommendation the concerned workman was given duty of Night Guard for a period of fortnight. This can be borne out from Ext. M-4 i.e. a letter addressed by the Agent to the Personnel Manager, Chanch Victoria Area Barakar. This will show that the concerned workman after expiry of 2 weeks light duty he had applied for extension of 3 months for such duty. Ext. M-1/1 is the photo copy of the application of the concerned workman requesting for 3 months light duty. In the petition it has been stated in so many clear words that he was suffering from long time and was now fit for duty. The application is quite clear that the Nanku Manjhi the concerned workman was given the duty of Night Guard only because of his illness. The workman has not denied that he was a patient of Tuberculosis. In such view of the matter the statement of the concerned workman vide para 4 of the W.S. that he was deployed as Night Guard due to exigency of work seems to be palpably wrong. The case of Nanku Manjhi for 3 months light duty was referred to the G.M. Chanch Victoria Area for consideration (Ext. M-2). It appears that prior to that the concerned workman was already allowed to one month light duty as Night Guard duty in the surface on 18-2-82 and he was further directed to report for his duty. There it has been mentioned that he was a T.B. patient. In this connection Ext. M-3 can also be looked into which is the photo copy of the office order. Ext. M-1/2 is yet another photo copy of the application of the concerned workman stating that he was on sick leave and was referred to Central Hospital Dhanbad on 25-11-83 for treatment and from where he was released on 19-11-83 with recommendation for light duty. The concerned workman WW-1 himself stated that he was taken ill in 1981 and was given duty of Night Guard on the certificate of the doctor. He again fell ill in October, 1983 and was referred to the Central Hospital, Dhanbad. All these documents and the evidence suggests that Shri Manjhi had continued illness and he remained on treatment intermittently for long time. In this view of the matter his claim that he discharged the duties of Night Guard continuously for 3 years falls to the ground like a house of cards. The concerned workman has admitted in his evidence that he was absent for sometime in 1981. This will simply suggest that he was absent without any leave.

6. Ext. M-1 is another important document which in my opinion cannot be ignored. This is an office order of Shri

R. P. Sinha, Dy. Personnel Manager and it is dated 20-10-81. This document will reveal that as many as 17 workers including the concerned workman remained absent without any authority and hence their names were removed from the roll of the company. However, they were again empanelled as badli miners and their employment depended upon the availability of badli vacancies. In this connection the evidence of MW-1 can also be looked into. The witness Shri Sadhan Chahura Paul, Dy. Personnel Manager has proved a number of documents which have been marked Ext. M-1 to M-5/1. He stated that for performing security jobs there are CISF personnel. According to him they have got their own security guard and they cannot engage to that post a man always ailing. According to him the demand of the concerned workman was not justified. The concerned workman was never prohibited from doing his original job. It was stated further that the services of the concerned workman has not been terminated.

7. I find that one important witness has been examined on behalf of the workmen and he is Suri D. N. Roy, Night Guard. This witness has stated that he was working as Night Guard with the concerned workman from 1981 to 1984 regularly but this statement of the witness has been raised in the evidence of the concerned workman himself when he has stated that he was absent from duty for sometimes in 1981. In cross-examination the witness stated that the Night Guard and other workmen get their pay slip and on the basis thereof they are paid their wages. They also get bonus card on the basis of which bonus is paid. He further clarified that Bonus Card contains the number of attendance on the basis of which bonus is paid. If the concerned workman was very sanguine of his regular attendance for complete 3 years then he should have produced the pay slip or the bonus card to substantiate his contention. But I find that no such paper has been filed.

8. On the basis of the discussion made above I am to hold the view that the concerned workman cannot be regularised as Night Guard. He says that he was stopped from October, 1984 but there is nothing to show that he reported for his original job and he was disallowed to join. Since the concerned workman was given the duty of Night Guard on compassionate ground on the account of his illness, he could not have been permitted to continue on that duty for an indefinite period. At his very stage we may refer back to the evidence of the concerned workman WW-1. The witness in his cross-examination stated that he cannot work as Miner/loader. According to him the job of Night Guard is to catch hold of thief. He also stated a sick man cannot catch hold of the thief but he can raise alarm as a Guard. Admittedly he was not trained as Guard. Lastly he stated that if he was compelled to work as Miner/loader the management may consider for giving employment to his son in his place because he himself was not in a position to do the work of miner/loader. His son is aged about 25 years. As stated above the concerned workman cannot be regularised as Night Guard and the company is ready to post him as badli miner. According to own statement of the concerned workman he is not in a position to work as Miner and in the circumstances of the case the management is directed to consider the case of the son of the concerned workman for his employment in place of the concerned workman.

In the result, I find no merit in the case of the concerned workman for his regularisation as Night Guard and the Award is answered accordingly with necessary direction to the management to consider the case of the son of the concerned workman as indicated above within one month from the date of publication of the Award.

This is my Award.

B. RAM, Presiding Officer

[No. L-20012/253/86-D.III(A)/IR (Coal-I)]

का.आ। 285.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भूलनबारारी कोलियरी आफ बोरा एरिया, नं. 11 आफ मैसर्स बी.सी.सी.एल. के प्रबन्धताल से रंगढ़ तियोजकों और उनके कर्मकारों के बीच, अनबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, (सं.-2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-91 को प्राप्त हुआ था।

S.O. 285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhulanbararee Colliery of Bhowra Area No. XI of M/s. BCCL and their workmen, which was received by the Central Government on 27-12-1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947
Reference No. 38 of 1988

PARTIES :

Employers in relation to the management of Bhulanbararee Colliery of Bhowra Area No. XI of M/s. B.C.C. Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen—Shri J. P. Singh, Advocate.
On behalf of the employers—Shri G. Prasad Advocate.
STATE : Bihar INDUSTRY : Coal
Dhanbad, the 12th December, 1991

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012 (119)/87-D.IV (B) dated, the 12th February, 1988.

SCHEDULE

"Whether the action of the management of Bhulanbararee Colliery of Bhowra Area No. XI of M/s. B.C.C. Ltd., P.O. Bhowra, Dist. Dhanbad in dismissing Sri Sudama Kora, MCL, working as Electrical Helper from service, is justified? If not, to what relief the workman is entitled?"

2. The concerned workman was issued chargesheet dated 10-4-83 (Ext. M-3) alleging that he secured employment under Voluntary Retirement Scheme in place of Bimala Kora by playing fraud upon the management. It was stated that Smt. Bimala Kora declared the concerned workman as her son which was subsequently found to be untrue. It was found that the concerned workman was not the real son of Bimala Kora. Accordingly chargesheet was issued. Actually it so happened that the concerned workman after his employment as piece-rated inner filed a representation dated 22-6-82 along with a photo copy of adoption deed with a request to change his surname and address. The deed of adoption disclosed that the concerned workman was an adopted son of Smt. Bimala Kora and not her real born son and that led to further enquiry by the management which resulted into submission of chargesheet and lastly he was dismissed vide order dated 26-5-86 (Ext. M-4).

3. Both the parties have filed their separate W.S. The concerned workman was admittedly appointed under Voluntary Retirement Scheme of the management in place of late Bimala Kora, Shale Picker. It is stated on behalf of the workmen that the concerned workman was put on probation for a period of one year after his appointment and resumption of duty. During this probationary period necessary enquiries about the character and relationship with late Bimala Kora were made by the management and after due satisfaction the concerned workman was allowed to continue his duty. It is stated further Bimala Kora had no son or daughter and she had adopted the concerned workman as her son in the year 1975 and since then he had been living with late Bimala Kora and always treated her as her mother. It is further stated that the concerned workman submitted a petition to the management with a request for change of his surname, father's name and home address on account of unavoidable reason after the death of late mother Bimala

Kora. It is stated that late Smt. Bimala Kora was surviving by none in her family and she left no movable and immovable property at her native village. In this way it was stated that the concerned workman did not commit any fraud nor anything was concealed and he was unnecessarily chargesheeted and ultimately dismissed without any reason. According to the workmen his dismissal was illegal and unjustified. It has been prayed that the concerned workman be reinstated in service with full back wages and other benefits with continuity of service.

4. The management stated that late Smt. Bimala Kora was a Shale Picker in Bhulanbararee Colliery who while retiring under Voluntary Retirement Scheme declared Shri Sudama Kora the concerned workman as her son and requested the Personnel Manager (B) Area through her application dated 7-4-81 (Ext. M-24) for employment of Sudama Kora as Miner/Loader/Stone Cutter in her place which was accepted by the Management.

5. Subsequently to the said application she also filed a petition in the prescribed proforma declaring Shri Sudama Kora as her son which was also countersigned by the concerned workman as Sri Sudama Kora. Sri Sudama Kora also obtained a certificate from the Mukhiya, Gram Panchayat, Bararee Dist. Dhanbad, stating therein that Sudama Kora was the son of said Smt. Bimala Kora of village Ledha Bera, P.S. and Dist. Purulia. According to the management the said certificate was quite meaningless for village Ledha Bera was beyond the territorial jurisdiction of Bararee Gram Panchayat.

6. Subsequent to his appointment the concerned workman filed an application mentioning inter-alia that he was the son of Shri Lala Singh, Vill. Lateargonj, P.O. Karwashi, P.S. Sahar, Dist. Bhojpur (Arrah) and was adopted by Smt. Bimala Kora. By the said petition he requested for the change of his surname, address and parenage. According to the management the concerned workman Shri Sudama Kora after having obtained employment fraudulently wanted to change his surname, father's name and address. It was stated that the purported adoption deed was illegal, void and invalid and was created with a malafide intention to enter into the employment of BCCL.

7. Shri Sudama Kora submitted his explanation to the chargesheet which was found not satisfactory and hence there was departmental enquiry. The report submitted by the Enquiry Officer was considered and accepted and ultimately the concerned workman was dismissed.

8. At the very outset it may be mentioned that the learned counsel for the workmen had conceded to the fairness and propriety of the domestic enquiry vide order dated 29-10-91 and hence the matter was heard on merit.

9. In view of the facts stated above the only point for consideration is whether the action of the management in dismissing Shri Sudama Kora was justified.

10. Admittedly, Shri Sudama Kora was employed under voluntary retirement Scheme in place of Smt. Bimala Kora. Smt. Bimala Kora filed a petition in April, 1981 expressing her intention to seek voluntary retirement for appointment of her son. Subsequently as required under the rules she filed her declaration in the prescribed form declaring Shri Sudama Kora as her son. Sudama Kora also countersigned the same. In the declaration form the lady has simply stated that Sudama was her son. She did not state that Sudama was a son born from her womb. I think the declaration form also does not speak like that and therefore she was not required to specify as to whether Sudama Kora was born from her womb. In other words there is no separate column to signify such distinction. The concerned workman claimed himself as the adopted son of Smt. Bimala Kora. He was examined before the Enquiry Officer where he claimed to have been taken in adoption in the year 1975. However, he expressed his ignorance as to whether any employment can be sought on the basis of any adoption deed. The photo copy of the deed of adoption dated 4-2-82 has been filed showing that Sudama Kora was adopted in the year 1975.

11. The learned counsel for the management submitted that the concerned workman never disclosed during his employment that he was an adopted son of Bimla Kora and he after the death of the lady wanted to assume his previous surname and address and in this way he acted fraudulently in securing employment in the organisation of BCCL. Apart from that the deed of adoption has been assailed on several ground relying upon the decisions reported in AIR 1965 (SC) page 333, AIR 1990 NOC 13 (Orissa), AIR 1989 Madras 3341 and 1988 BLJ (Pat) page 71. While relying on these authorities the learned counsel for the management submitted that adoptive father has no right to adopt except with the consent of his wife although the consent need not necessarily be expressed. So where adoption ceremony are performed the wife has to take prominent part in the same and in that there may not be any difficulty of proving his consent in such case. It was also pointed out that Datta Hawan Ceremony was essential ingredient for valid adoption and that the child to be adopted must be actually given and taken in adoption by the parents or the guardian concerned. It was pointed out that the deed of adoption does not disclose that any such ceremony was observed. The learned counsel further pointed out that Shri Sudama Kora was medically examined in April, 1981 and there his age has been assessed to be 24 years. When Shri Kora was aged 24 years in the year 1981 then in the year 1975 when the alleged deed was executed, he was definitely aged more than 15 years and the law does not provide that a child aged more than 15 years can be taken in adoption. I think the contention of the learned counsel for the management challenging the genuineness for validity of adoption deed cannot be appreciated for the simple reason that the deed cannot be challenged at this forum. But in the light of the argument so advanced on behalf of the management it becomes a bit necessary to lay down the status of an adopted son in the family of adoptive father. The son to be given in adoption is actually transferred from the family of natural parents to the family of adoptive parents where he, by fiction of law, assumes the status of a full-fledged son of adoptive father and becomes entitled for all the benefits of a natural born son. Thus there remains no distinction between adoptive son and natural born son. It was the declaration of Smt. Bimla Kora that the concerned workman was her son and in my opinion it was not at all obligatory, as the declaration form stands, to state that Sudama Kora was her adopted son. Naturally in the circumstances Sudama Kora had no occasion to state that he was the adopted son of Smt. Bimla Kora. The Form also does not specifically provide to write down all such things.

12. Now the question arises as to whether Sudama Kora was an adopted son of Smt. Bimla Kora on the days he was appointed by the management. The deed of adoption was created on 4-2-82 wherein it has been recited that Smt. Bimla Kora adopted Sudama Singh on 25th January, 1975. But there is no such document of the year 1975. There is no evidence either oral or documentary that the concerned workman was adopted in the year 1975. In my opinion that was very very essential and specially when no document of adoption of 1975 was in existence. In the circumstances it can be said that the concerned workman was not the legal son of Smt. Bimla Kora in the year 1981 when Sudama Singh was appointed. Even during the course of enquiry no witness has been examined to state this fact that Sudama Kora was actually taken in adoption in the year 1975. Now the matter stands clarified when he had not status of a legal son then he could not have been given any employment under Voluntary Retirement Scheme. Definitely it was unwarranted on the part of Sudama Kora to file any representation for change of his surname, father's name and address.

13. From the facts stated and discussion made above it is true that Sudama Kora was not the legal son of Smt. Bimla Kora on the date of his appointment because the deed of adoption was executed subsequent to his appointment. In the circumstances I find no reason to answer the reference in favour of the workman. Accordingly the charge levelled

against the concerned workman has been proved and the order of dismissal is justified.

In the result, I hold that the action of the management of Bhulaubarao Colliery of Bhowra Area No. XI of M/s. B.C.C. Ltd., P.O. Bhowra, Distt. Dhanbad in dismissing Sri Sudama Kora, MCL, working as Electrical Helper from service is justified and consequently, the concerned workman is entitled to no relief.

This is my Award.

B. RAM, Presiding Officer

[No. 24012/119/87-D.IV(B)/TR(Coal-I)]

का.आ. 286—ओर्डोरिंग विकास अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्यरूप में, केन्द्रीय सरकार, अमलाबाद कोलियरी आफ बोदग पर्सन XI शाफ मैगर्स श्री.सी.सी.एल. के प्रबन्धसभा में गंभीर नियोजकों और उनके लम्भकारों के बीच, प्रबन्ध से निपट और्दोरिंग विकास में केन्द्रीय सरकार ओर्डोरिंग अधिकारण, (म-2), अमलाबाद के प्रशास्त को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-91 को प्राप्त हुआ था।

S.O. 286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Amlabad Colliery of Bhowra Area of XI of M/s. BCCL and their workmen which was received by the Central Government on the 27-12-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 273 of 1987

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Amlabad Colliery of Bhowra Area XI of M/s. Bharat Coking Coal Ltd.

APPEARANCES :

On behalf of the workmen—Shri J. D. Lall, Advocate.
On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 17th December, 1991

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. I-24012(27)/87-D.IV(B), dated the 14th September, 1987.

SCHEDULE

"Whether the action of the Management of Amlabad Colliery of Bhowra Area-XI of M/s. B.C.C. Ltd., P.O. Bhowra, Distt Dhanbad in not regularising Sri Dinesh Prasad as an Electrician in Cat. IV, is justified? If not, to what relief the concerned workman is entitled and from what date?"

2. The concerned workman Shri Dinesh Prasad Singh, wants regularisation as Electrician in Cat IV with effect from 17-1-82 on the ground that he was an I.T.I. trained Electrician and also underwent apprenticeship training for a requisite period. He also claims to have possessed permit under

Indian Electricity Rule granted by the Government of Bihar.

3. W.S. was filed on his behalf wherein it is stated that he was appointed as Helper Trainee (Electrical) with effect from 17-1-81 in D.G. Project Amlabad Colliery and was regularised as Helper (Electrical) in Cat. II with effect from 17-2-82. It was submitted that though the concerned workman is I.T.I. Trained Electrician and possess valid permit to work as an Electrician under the provision of Indian Electricity Rule he was appointed as Helper training in Cat. I and then regularised as Helper in Cat. II after one year of his training which according to the concered workman was most unfair labour practice on the part of the management. It was submitted that the concerned workman after one year training should have been appointed as an Electrician in Cat. IV to start with and his appointment as Helper is void and illegal. It was further contended that many other workmen were junior to him but they were appointed as Helper in D.G. Project Jealgora and have since then been regularised as Electrician in Cat. IV in the year 1985 itself but the concerned workman is still stagnating as Helper in Cat. II. The concerned workman made several representations from time to time for his regularisation as Electrician in Cat. IV which was duly recommended by his immediate superior officer but the management did not pay any heed to his request. Thus it has been prayed to hold that the action of the management in not regularising the concerned workman as Electrician Cat. V with effect from 17-1-82 was not justified. It has been further prayed that the Award be answered in favour of the workman and necessary order be given to the management to regularise the concerned workman.

4. W.S. has been separately filed on behalf of the management whereby it has been stated that there is cadre scheme and any person holding Matriculation certificate with ITI is recruited initially as Helper Trainee in Cat. I (One) for one year and thereafter he is promoted to the Electrical Helper in Cat. II. It is stated that during the period of probation he is required to pass the examination in different electrical parts conducted by the competent authority of the State Government and must obtain permit to enable him to carry on the Electrical Installation as required under Section 45 Indian Electricity Rules, 1956 and also Regulation 36 of the Coal Mines Regulation, 1951.

5. Admittedly, the concerned workman was appointed as Helper trainee on 17-1-81 and was regularised as Electrical Helper in Cat. II with effect from 17-1-82. The management stated that as the concerned workman could not obtain necessary electrical permit from the State Government he could not be legally authorised as Electrician under Regulation 36 of the C.M.R.s 1957 and as such his case for promotion as Electrician in Cat. IV could not be accepted.

6. Shri Dinesh Prasad has been examined as WW-1. He stated that he was a fuledged electrician before he joined BCCL and he was also doing the work of Electrician since the time of his regularisation in Cat. II independently and regularly. He stated to hold the permit of Wireman certificate of H.T. Certificate licence. He has proved the Wireman's permit, Matriculation Certificate, National Trade Certificate granted by I.T.I., National Apprenticeship certificate which has been marked Ext. W-8, W-9, W-10, and W-11 respectively. In cross-examination the witness stated that he has not passed the examination of Wireman certificate of House wiring and underground installation. Admittedly he had passed the part of electrical installation. At this stage the learned counsel for the management submitted that there is cadre scheme/promotion rules for Electrical and Mechanical discipline which was finalised by the Promotion Policy Committee in a meeting held on 18th June, 1984. He also referred to NCWA-III Part II and urged that according to the scheme one year experience as Cat. I for Matriculate with ITI is necessary for promotion to Cat. II as Helper Electrician. It was further submitted for promotion to Cat. IV 3 years experience as Helper in Cat. II for literate and 2 years for Matriculate with ITI is required. Relying upon these schemes it was contended that the concerned workman could not have been regularised in Cat. IV after one year

of training . Further according to the provision contained under Section 45 of the Indian Electricity Rules, 1956 no Electrician Installation work can be carried out except by the Electrical contractor licenced in this behalf by the State Government and under the direct supervision of a person holding certificate of competency and by person holding a permit issue or recognised by the State Government. A reference was also made to Regulation 36 of the C.M.R.s 1957. It was urged that according to the own statement of the concerned workman he passed the certificate of installation in the year 1986 and then how and under what circumstances he could have been reguglarised as Electrician in Cat. IV with effect from 17-1-82. In this connection my attention was also drawn towards the evidence of Shri M. Dubey, MW-1 who is an Electrical Executive Engineer in Amlabad colliery since 1988. Till 1985 he was Engineer (E&M) in the colliery and the concerned workman was working under him. The witness stated that for the post of Electrician the candidate must posses; Wireman certificate and low and HT certificate for Mining and non-mining. He also stated that the concerned workman has not passed H.T. certificate. The witness was examined on 22-9-1989. He also stated that the workman obtained I.T certificate and Wireman certificate and then his case for promotion was considered by the D.P.C. and he was accordingly recommended vide office order dated 30-11-1988 (Ext. M-2). I find that this fact has also been admitted by the concerned workman in his evidence when he stated that after passing his installation certificate in 1986, a D.P.C. was constituted and he was regularised as Electrician in Cat. IV in 1988. Ext. M-3 dated 8-12-88 is an order fixing pay of the concerned workman after his promotion in Cat. IV.

7. It is the further case of the concerned workman that after one year of training he should have been appointed as an Electrician in Cat. IV to start with and his appointment as Helper was void and illegal. In this connection it was urged on behalf of the management that there is a cadre scheme and policy decision has been formulated keeping in view of the provision of the Mines Act, 1952 and C.M.R. 1957 in which practical experience in Mine has been prescribed.

8. The concerned workman vide para-7 of the W.S. stated that since his regularisation as Electrical Helper in Cat. II has been working as Electrician regularly and continuously to the full satisfaction of the Station Incharge. Ext. W-3, W-5 and W-6 are the certificates granted by the Station Incharge regarding the quality and experience of the concerned workman in the field of Electricity. It may be noted that the certificate and recommendation alone cannot help promotion of an employee. The concerned workman claims to have been paid difference of wages for the period he worked as Electrician for the period from 28-11-84 to 28-11-88 during which period he worked as Electrician. Ext. W-13 is the photo copy of the letter dated 26-4-86 by the concerned workman requesting the Dy. C.M.E. Amlabad for difference of wages. Ext W-12 is the recommendation of the Station Incharge in this respect. Ext. W-1 and W-2 are the calculation chart working out the difference of wages but there is no document to show that the difference of wages was allowed by the management. In this connection reference may be made to the evidence of MW-1, Shri M. Dubey. He stated that during training for electrician an employee is not paid the wages of Electrician. The concerned workman was being paid the wages of Electrical Helper during the time he was put under training for Electrician. He stated that the statement showing the difference of wages was prepared by him which have been marked Ext. W-1 and W-2. The witness further stated that the said statement under Ext. W-1 and W-2 were sent to the personnel department for payment of the difference of wages but it was not accented and as such the concerned workman did not get the difference of wages as claimed by him. In this way according to this witness the workman did not get the difference of wages only because he was an Electrical Helper and not as fuledged Electrician.

9. The concerned workman also stated that some other employees junior to him were regularised in Cat. IV but in

cross-examination he has denied to have seen the papers and certificate of the person who was junior to him and were regularised as Electrician in Cat. IV prior to his regularisation.

10. From the discussions made above I am of the view that the concerned workman was not holding requisite qualification for his regularisation as Electrician in Cat. IV after completion of one year of training as Electrician Helper. I find no merit in the case of the concerned workman and so I am to hold that he is not entitled to the relief claimed by him.

An award is passed accordingly.

B. RAM, Presiding Officer
(No. L-24012/27/87-D.IV(B)/IR(Coal-II)

का. आ। 287.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जनकुदार औपेनकास्ट प्रोजेक्ट आफ मैसरी बी.सी.सी.एल. के प्रबन्धाल से संबंध नियोजक और उनके कर्मकारों के बीच, अनुबंध में तिर्दिष्ट औद्योगिक विवाद केन्द्रीय सरकार औद्योगिक अधिकरण, (सं.-1), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-91 को प्राप्त हुआ था।

S.O. 287.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1) Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Junkundar Opencast Project of M/s. BCCL and their workmen which was received by the Central Government on the 27th December, 1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 145 of 1988

PARTIES :

Employers in relation to the management of Junkundar Opencast Project of M/s. B.C.C. Ltd.

Junkundar Opencast Project of M/s. B.C.C.Ltd.

AND

Their Workmen

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar.

INDUSTRY Coal.

Dated the 16th December, 1991

AWARD

By Order No. L-20012/130/88-D.3(A)/D-4(A), dated, the 31st October, 1988, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of Junkundar Opencast Project, Chanch Victoria Area, No. XII of B.C.C.L. in dismissing Sri Ghasi Ram Munda, Wagon Loader, by letter No. Agent/JCOP/Administration/87/78 dated 15-1-87 is justified? If not, to what relief the concerned workman is entitled?”

2. The case of the management of Junkundar Opencast Project, as disclosed in the written statement-cum-rejoinder, details apart, is as follows:

Ghasi Ram Munda, the concerned workman, started absenting from duty from 11-2-1984 unauthorisedly. A

chargesheet dated 3-5-1985 was issued to him calling explanation from him for his unauthorised absence from duty. On enquiry from the Medical Officer, it transpired that he reported him about his sickness and was referred to Kalla Hospital for his examination and treatment on 2-6-84. He did not report back after 2-6-1984 and remained absence from duty. Thereafter another chargesheet dated 24-7-85 was issued to him calling explanation from him for his unauthorised absence from duty. He did not submit any explanation nor did he report for duty. The management decided to hold domestic enquiry and Shri R. P. Mazumdar, Senior Personnel Officer of Junkundar Project, Chanch Victoria Area, No. XII, was appointed Enquiry Officer. The concerned workman initially did not attend the enquiry. Ultimately he appeared in the enquiry on 6-11-86 and the enquiry was conducted in his presence. He appointed Sri Arjun Pandey, his co-worker to assist him in the enquiry. The domestic enquiry was held in conformance to the principles of natural justice. He produced a document in the domestic enquiry purported to be a medical certificate in support of his defence that he absented from duty due to his sickness. He did not produce any certificate from Kalla Hospital to which he was referred for medical examination. He did not appear before the colliery doctor for his examination and verification of his illness. The medical certificate could not be relied on as the same was not corroborate with any other document. The domestic enquiry was held and he was found guilty of serious misconduct and hence he was dismissed from service by the competent authority.

3. The case of the concerned workman, as appearing from the written statement submitted on his behalf by the sponsoring union, Bihar Colliery Kamgar Union, briefly stated, is as follows:

The concerned workman was working as permanent Wagon Loader at Junkundar Opencast Project since long with unblemished record of service. He is a poor and illiterate workman. He absented from duty due to his illness. He intimated the management about his illness and despite this fact a false and frivolous chargesheet dated 24-7-85 was issued against him. He replied to the chargesheet denying the charges. Though his explanation was satisfactory, the management conducted a derisory enquiry. The enquiry was not held fairly and properly. He was dismissed from service by an unauthorised person. Thereafter the present industrial dispute has been raised by him through his union.

4. In rejoinder to the written statement of the sponsoring union, the management has denied and disputed the fact that the concerned workman absented from duty unauthorisedly due to illness. According to the management, his absence was deliberate and in the circumstances his dismissal from service is justified.

5. In rejoinder to the written statement, the sponsoring union has denied and disputed the fact that the concerned workman absented from duty unauthorisedly or without intimation to the management and asserted that the management was bound to accept the medical certificate produced by him.

6. At the instance of the management the propriety and fairness of the domestic enquiry was considered as preliminary issue. The management examined Shri R. P. Mazumdar, Enquiry Officer and laid in evidence the entire domestic enquiry proceedings including the chargesheet which were marked Exts. M-1 to M-19.

Upon consideration on materials on record, it was held that the domestic enquiry was held fairly and properly. Thereafter the case was heard on merits.

7. Shri B. Joshi, learned Advocate appearing for the management, has contended that the concerned workman absented from duty unauthorisedly without intimation to the management or without sufficient cause for a long time and hence he was justly dismissed from service after domestic enquiry.

Shri D. Mukherjee, authorised representative of the union, has contended that the concerned workman is a poor illiterate workman and that he became sick and could not attend his duty. He has further contended that although a medical

certificate issued by a competent Doctor was produced in the domestic enquiry, the Enquiry Officer did not place any reliance on the certificate and held him guilty unfairly and improperly.

8. Admittedly, Ghasi Ram Munda, the concerned workman, was working as Wagon Loader in Jankundar Opencast Project. It has been asserted by the sponsoring union that he was a permanent Wagon Loader in the Jankundar Opencast Project. This statement of fact has not been denied by the management. Thus, the conclusion is reached that the concerned workman was working as permanent Wagon Loader in Jankundar Opencast Project of M/s. B.C.C. Ltd.

9. It appears that the concerned workman absented from duty from 11-2-84 to 3-5-85 for which a chargesheet was issued against him (Ext. M-1). The case of the management is that it was revealed on enquiry from the Medical Officer that he reported about his sickness and was referred to Kalla Hospital for his examination and treatment on 2-6-84. The slip of the Medical Officer (Ext. M-18) establishes this fact. Thus, it is seen that the concerned workman stated absenting from duty from 11-2-84 because of his sickness and he was referred to Kalla Hospital for treatment by the Medical Officer of the Project on 2-6-84.

10. It is the further case of the management that he did not report for duty after 2-6-84 and remained absent from duty and another chargesheet dated 24-7-85 was issued to him calling explanation from him for unauthorised absence from duty. The chargesheet dated 24-7-85 (Ext. M-3) indicates that the concerned workman absented himself from duty without intimation and without authorised leave from 15-9-84 till the date of issuance of chargesheet dated 24-7-85 and consequently he was charged under Clause 17(i)(d)(n) of the Model Standing Orders application to Industrial Establishment in Coal Mines.

Clause 17(i)(d) envisages that habitual late attendance and habitual absence without leave or without sufficient cause is a misconduct under Model Standing Orders for Industrial Establishment in Coal Mines. Clause 17(i)(n) envisages continuous absence without permission and without satisfactory cause for more than ten days is a misconduct.

11. There is no evidence on record to indicate that the concerned workman committed any misconduct by habitual late attendance and habitual absence without leave or without sufficient cause. Indeed, he absented from duty from 11-2-84 to 3-5-85. But the management has admitted that he reported sick to the Medical Officer of the Project and was referred to Kalla Hospital for examination and treatment. Then again, a chargesheet on the self-same charges was issued to him on 24-7-85. Both the two witnesses for the management have stated that the concerned workman absented from duty from 15-9-84 unauthorisedly and without any intimation about his sickness. Shri J. S. Gunna has stated that the concerned workman submitted two applications dated 6-9-85 and 1-8-86 intimating his sickness for unauthorised treatment from outside B.C.C.I. Hospital and dispensary. The concerned workman has stated in his testimony that as advised, he attended Kalla Hospital, was cured to some extent, but when he became seriously ill he consulted a doctor and submitted in the domestic enquiry a medical certificate issued by the Doctor, Sri Chandeswar Prasad, B.Sc., M.B.B.S., Civil Asstt. Surgeon, Medical Officer Incharge, Nirsa, Primary Health Centre dated 16-10-84 certifying that the concerned workman was under his treatment since 2-6-84 and that he was found cured and fit to resume his normal duty. The Enquiry Officer has stated that the medical certificate was doubtful since it was issued by a doctor from outside. But this certificate was issued by the Doctor of a Govt. Primary Health Centre and in my view, there is no reason to hold that it is doubtful. The concerned workman submitted two applications as per the evidence of Shri Gunna one on 6-9-85 and another on 1-8-86 intimating about his sickness. The sponsoring union has stated in its pleading that the concerned is a poor and illiterate workman. This statement of fact has not been denied by the management. In the circumstances, I am of the opinion that the same level sophistication and knowledgability is not expected of an illiterate workman as is expected of an literate and sophisticated person. Considering the fact that the concerned workman submitted a medical certificate

in support of his illness from the doctor of a Govt. Primary Health Centre and also of the fact that he reported about his sickness by two applications dated 6-9-85 and 1-8-86, I hold that the reported about his illness to the management supported by medical certificate. Hence, I come to the conclusion that he is not guilty of the charge of misconduct for continuous absence without permission and without satisfactory cause for more than ten days. It follows that the order of dismissal of the concerned workman from service should be set aside and he should be reinstated in service with full back wages from the date of his dismissal from service.

12. It appears from the evidence that the concerned workman was absent from duty from 11-2-1984 till 14-1-1987 and that he had no leave due on his account. In the circumstances this period of his absence from duty shall be treated as leave without pay.

13. Accordingly, the following award is rendered the action of the management of Jankundar Opencast Project, Chanch Victoria Area, No. XII of B.C.C.I. in dismissing Ghasi Ram Munda, Wagon Loader, from service is not justified. The order of his dismissal from service with effect from 15-1-87 is hereby set aside and the management is directed to reinstate him in service with effect from that date with full back wages, continuity of service and other benefits. His period of absence from duty from 11-2-84 till 14-1-87 shall be treated as leave without pay. The concerned workman is directed to report for duty within one month from the date of publication of the award.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer
[No. I-20012/130/85-D.III(A)/D.IV (A)]

नई दिल्ली, 8 जनवरी, 1992

का.आ. २८८.—ओर्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के अनु पा में, केन्द्रीय सरकार मैमन श्री.मी.सी.एल. श्री गौर मैग्नेटिक प्रोजेक्ट के प्रबन्धनालय से संबंधित नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओर्योगिक विवाद में केन्द्रीय सरकार ओर्योगिक अधिकारण (स. २), धनबाद के पंचपट का प्रकाशित करती है, जो केन्द्रीय सरकार की १-१-१९९२ को प्राप्त हुआ था।

New Delhi, the 8th January, 1992

S.O. 288.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Gore Magnetic Project of M/s. BCCL and their workmen which was received by the Central Government on the 1-1-1992.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 204 of 1987

PARTIES :

Employers in relation to the management of Gore Magnetite Project of M/s. B.C.C.L. and their workmen.

APPEARANCES :

On behalf of the workmen: Shri S. Bose, Secretary, R.C.M.S.

On behalf of the employers: Shri R. S. Murthy, Advocate.

STATE: Bihar.

INDUSTRY: Magnetite.

Dhanbad, the 24th December, 1991

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the L.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012(197)/86-D.IV(B), dated, the 6th July, 1987.

SCHEME

"Whether the action of the Management of M/s. Gore Magnetite Project of M/s. B.C.C. Ltd. in striking off the name of Sri Rajak Mian from the Roll without holding an enquiry is justified? If not, to what relief the workman is entitled?"

2. Shri Rajak Mian the concerned workman was an employee in Gore Magnetite Project, Daltongauge with effect from 17-5-76 as piece-rated worker and he worked there till 17-7-1979 and thereafter the present industrial dispute cropped up.

3. The concerned workman has filed the statement of his claims stating inter alia that on 17-5-79 he applied for leave of absence on the ground that he was to prepare for examination at Ranchi. He was also taken ill on account of infection of pox to which he intimated the management and prayed for leave of absence till his recovery but the management did not sanction the leave nor rejected his petition.

4. The management alleged that absence without any leave or without permission from the competent authority amounted to an act of misconduct. Accordingly he was issued with chargesheet but no departmental enquiry was conducted. Without enquiry the management struck off the name of the concerned workman from the register of the Project which was quite illegal arbitrary and act of unfair labour practice. It is stated that the action of the management in striking off the name of the concerned workman from the roll of Gore Magnetite Project was not justified and accordingly he has prayed for reinstatement with full back wages.

5. The employer has filed W.S. and by way of preliminary objection it was stated that the reference is bad in law and not maintainable. It was further stated that the purported dispute was stale and hence the concerned workman was not entitled for any relief.

6. Admittedly, the concerned workman was employed as piece-rated worker with effect from 17-5-76. The management says that he was a purely casual worker. In the beginning the project belonged to the Steel Authority of India and was under the management of BCCL. Subsequently the ownership was transferred to BCCL and the Project was transferred to CCL by BCCL. It was submitted on behalf of the management that no W.S. has been filed by CCL and on that score reference order is vitiated as the project did not belong to BCCL on the date of reference order i.e. on 6-7-87.

7. The management further submitted that the concerned workman being a casual worker was not entitled to employment everyday nor he had right to claim such entitlement everyday. It was for the management to provide work to him subject to its availability. The concerned workman left the project towards the middle of July, 1979 without any information to the management and the management also did not know his whereabouts. It was for the first time in January, 1986 when the sponsoring union raised the purported dispute before the ALC(C) Ranchi and then the management came to know about the dispute. According to the management it was a clear case of abandonment of employment by the workmen himself and in the circumstances the concerned workman terminated his own service himself. It was contended that the concerned workman lost interest in the job and left the same at his own accord. Apparently he took up some employment elsewhere and therefore he is entitled to no relief/claim nor it was incumbent on the part of the management to hold any domestic enquiry. Thus it has been prayed that the claim of the concerned workman and the prayer of the union be rejected and the reference be answered in favour of the management.

8. As per terms of reference the Tribunal has to decide whether the action of the management in striking off the name of the concerned workman Shri Rajak Mian from the

roll of the company without holding domestic enquiry was justified.

9. The management by way of preliminary legal objection asserted that the reference was bad in law and not maintainable for it was misconceived and contrary to the factual position. Shri S. Bose learned counsel speaking for the workman relied upon a decision published in SCLJ Vol. 4 at page 2307 and submitted that the Tribunal must confine its adjudication to the points of dispute referred and matter incidental thereto. In other words the Tribunal is not free to enlarge the dispute referred to it but must confine its attention to the points specifically mentioned and anything which is incidental thereto. In view of the authority cited above the Tribunal cannot go beyond the basic foundation of the reference. Admittedly in the instant case there was no domestic enquiry. It is also admitted that presently the concerned workman is not in the service of the management. In this regard the management has to say that the concerned workman was a purely casual piece-rated worker who left the project by middle of July, 1979 without any information and he did not turn up again in any work. It was urged that since he was a casual worker his staying away from work will amount to abandonment of the employment and in the circumstances no domestic enquiry was needed. Reliance was placed upon a judgement published in 1979-1-LLJ—Supreme Court page 275 wherein their Lordships were pleased to hold as follows:—

"In the absence of the statutory definition of "abandonment of service" one has to depend on the dictionary meaning. From the meanings given it clearly follows that to constitute abandonment, there must be total or complete giving up of duties so as to indicate an intention not to resume the same."

Abandonment or relinquishment of service is always a question of intention and normally, such an intention cannot be attributed to an employee without adequate evidence in that behalf. Thus, whether there has been a voluntary abandonment of service or not is a question of fact which has to be determined in the light of the surrounding circumstances of each case."

10. I am to state that in the instant case there is no adequate evidence to suggest that the concerned workman actually left the work willingly for ever. According to him he had proceeded on casual leave on account of his ailment and that he had filed one application for leave. However, filing of any such leave application has been denied by the management. In this connection we may refer to Ext. W-7 which is the photo copy of the leave application dated 15-7-79. The contents of the application shows that he was suffering from small pox and so he applied for leave till complete recovery. The application was also received by somebody on behalf of the management and as such prima facie there can be no reason to disbelieve the document. I have no reason also to say that it was a fabricated document. The concerned workman (WW-1) has stated on oath that he had applied for leave. The learned counsel for the management is perfectly justified in his submission that the concerned workman did not specify the days or the period for which he wanted leave of absence. It was urged that since the application was faulty the management was not obliged to give any weightage to such application if any. Suddenly the workman ought to have specified the number of days but the question is that here we are not to judge the faulty nature of the application rather the crucial point for consideration in the light of the authority cited above is whether the concerned workman abandoned his services or not. Supposing for the sake of argument that the application was faulty still it was on the part of the management to reject the petition and to communicate the concerned workman accordingly. I would like to add further that since 1981 till this day the concerned workman has been requesting the management for his employment through the Secretary of his Union Shri G. D. Pandey. Ext. W-9 to W-12 are the letters of request written by Shri Pandey to the General Manager/Chief Personnel Manager, BCCL for employment of Shri Rajak Mian.

11. Ext. W-1 is the photo copy of the certificate of competency examined under Coal Mines Regulation, 1957/Metaliferous Mines Regulation, 1961. The concerned workman stated that he had gone to Ranchi to appear in the examination. This certificate shows that Shri Rajak Mian worked in the above mine continuously for more than 2-1/2 years and obtained practical experience and worked with all efficiency. Ext. W-2 is the Blasters Certificate of competency granted by the Chairman, Board of Mining Examination. This certificate shows that Shri Rajak Mian had appeared in the examination on 29-7-1979 and obtained the Blasters certificate. Ext. W-8 is the photo copy of the application dated 26-1-82 by the concerned workman and addressed to the Superintendent, Mines Magnetite Project, BCCL Daltongauge requesting for employment as Blaster. The contents of the application will disclose that the concerned workman had to appear in the competency examination and so he had left for Ranchi on 17-7-1979.

12. The concerned workman had raised industrial dispute before the ALC(C), Ranchi which ultimately ended in failure. Ext. W-3, W-4 and W-5 are the correspondence entered into in the year 1986 between the management and the ALC(C), in connection with the conciliation proceeding. Again Ext. W-13 is the letter dated 17-3-1986 written by Shri G. D. Pandey and was addressed to the ALC(C), Dhanbad regarding employment of Shri Rajak Mian. These documents really show that the concerned workman has, since after 1979, been endeavouring and making earnest request for his employment and this is suggestive of the fact that he did not abandon nor he ever intended to abandon the services. The witness MW-1 stated that he had seen the concerned workman working in Rungta Mine after his absence from Gore Magnetite Project but we have no other evidence to support this fact on the other hand Shri Rajak Mian stated that since the stoppage of his work he has not been able to secure any permanent job anywhere.

13. By way of preliminary objection the learned counsel for the management while placing reliance upon the authority reported in SCLJ-1-104 and SCLJ-4-228 has submitted that stale disputes are liable to be rejected. In the case reported in SCLJ-4-2228 (Shalimar Works Ltd.-vrs.- their workmen), their Lordship were pleased to observe that it is true that there is no limitation prescribed for reference of disputes to an Industrial Tribunal; even so it is only reasonable that disputes should be referred as soon as possible after they have arisen and after conciliation proceedings have failed, particularly so when disputes relate discharge of workmen wholesale. In the instant case there is no question of wholesale discharge of about 250 old workmen as referred to in the authority. Here is a solitary case of Rajak Mian who as stated above has all along been entreating the management for employment. It has also been stated that the conciliation proceeding was taken up in the year 1986 which failed and the reference was made in the year 1987. Even in another authority as referred to above their Lordships was pleased to hold as follows:-

"No doubt law of limitation which might bar in Civil Court from giving remedy in respect of lawful right should not be applied by the Industrial Tribunal but stale claim should not generally be encouraged or allowed unless there is satisfactory explanation for the delay."

For the reasons stated above I am to say that in the present case there is no question of stale claim.

14. On the basis of the discussion made above it can be said that it was not a case of abandonment and as such it was demanded on the part of the management to hold domestic enquiry and then to take legal action but since no domestic enquiry was held the concerned workman under the law is entitled for reinstatement. The management has filed certain documents as Ext. M-1 to M-6 just to show that working of Gore Magnetite Mine was to be closed. All these are letters of correspondence regarding closure of the mine but these documents do not show that the mine has already been permanently closed down.

15. For the reasons stated above the award is answered in favour of the concerned workman Rajak Mian and he is

entitled to be reinstated in his service with full back wages. The management is therefore directed to reinstate the concerned workman in his original job with payment of full back wages from 18-7-79 within one month from the date of publication of the Award.

B. RAM, Presiding Officer

[No. L-24012(197)/86-D.IV(B)/IR(Coal-I)]

का.प्रा. 289.—औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार म.वं. सं. सं. पल. की बैग कोलियरी के बत्ता कोला दोल सं. 9 के प्रबन्धनतान में सबद्ध नियोजकों और उनके कमंकारों के बीच, अनुबंध में निर्विघ्न औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक प्रधिकरण, (सं.-2) धनबाद के पचाट को प्रकाशित करती है, जो केंद्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 289.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bera Colliery of Bastacolla Area No. IX of BCCL and their workmen which was received by the Central Government on the 1-1-92.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 252 of 1986

PARTIES:

Employers in relation to the management of Bera Colliery of Bastacolla Area No. IX of Bharat Coking Coal Limited and their workmen.

APPEARANCES:

On behalf of the workman—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

On behalf of the employees—Shri R. S. Murthy, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 24th December, 1991

AWARD

The Govt., of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-24012/5/86-D.IV(B), dated, the 15th July, 1986.

SCHEDULE

"Whether the action of the management of Bera Colliery of Bastacolla Area No. IX of M/S. BCCL, P.O. Dhansar, Distt. Dhanbad in dismissing S/Sh. Beijo Mallik Tyndal Mazdoor and Hari Mallik Timber Mistry from service is justified? If not, to what relief the workman are entitled ?

2. In this case both the parties appealed before me and filed their respective W.S. documents etc. Thereafter the case proceeded along its course. Subsequently at the stage of oral evidence both the parties appeared and filed a Memorandum of settlement. I heard both the parties on the said memorandum of settlement and I do find that the terms contained therein are fair, proper and beneficial to both of them. Accordingly I accept the said memorandum of settlement and pass an Award in terms thereof which forms part of the Award as Annexure.

B. RAM, Presiding Officer

[No. L-24012/5/86-D.IV(B)/IR(Coal-I)]

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 DHANBAD
In the matter of Reference No. 252/86

PARTIES:

Employers in relation to the Management of Bastacolla Area of Bharat Coking Coal Ltd., Vikash Bhawan, P.O. Jharia, Distt. Dhanbad.

AND

Their workmen

JOINT COMPROMISE PETITION

The above mentioned Employers and workmen most respectfully beg to submit as follows :—

- (1) That the matter covered by the above Reference, was mutually settled between the parties on 3-2-1987 as per the memo of settlement dated 3-2-87, a copy of which is annexed hereto.
- (2) That the aforesaid settlement dated 3-2-87 has been implemented by the Management.
- (3) That in view of the above, the aforesaid Dispute referred to this Hon'ble Tribunal stands fully resolved.

In view of the above, both the parties most respectfully pray that the Hon'ble Tribunal may be pleased to give an Award to the effect that the Dispute in question has been mutually settled between the parties as per the settlement dated 3-2-87. And that it stands fully resolved.

And for this both the parties, as in duty bound, shall ever pray.

(D. Mukherjee)
Secretary, BCCL.
8-12-91

Dhanbad,

Date : 9-12-1991.
RAJ. S. Murthy, Advocate.
for Employers.

BHARAT COKING COAL LIMITED
(A Subsidiary of CIL)

Office of the General Manager, Bastacolla Area
Rerc. No. BCC : IX : 6-B : 87:

Dated : 3-2-1987

Ref. Case No. 252/86

Memorandum of Settlement as per decision of the record notes of Discussion dated 16-12-86 held at Director (Personnel) Level at Koyla Bhawan.

Management representatives

Workers representatives

- | | |
|--|---|
| 1. Shri H. S. Dhillon,
General Manager | 1. Shri S. K. Bakshi,
Gen Secy. |
| 2. Shri R. L. Gupta,
AM(T)-I | 2. Shri A. M. Paul,
President Bora Branch. |
| 3. Shri B. P. Yadav,
Personnel Manager. | 3. Shri Hari Mallik |
| | 4. Shri Bijoy Mallick. |

SHORT RECITAL OF CASE

Shri Hari Mallik, Timber Mazdoor and Shri Bijoy Mallick Tyndel Bera Colliery were chargesheeted for remaining absent from duty in an unauthorised manner and without permission for the period from 1-8-83 to 26-9-83 i.e. 55 days and 8-11-82 to 13-12-82 i.e. 35 days respectively. The enquiry proceeding proceeded ex parte as they could not participate due to their detention in Jail Cuttack and ultimately their services were terminated with effect from 8/9/85.

An I.D. was raised before A.L.C(C) for conciliation where it ended in failure. Central Govt. referred this case to Tribunal No. II for adjudication.
Terms of reference (The scheduled)

"Whether the action of the Management of Bera Colliery of Bastacolla Area IX of M/s. BCCL, P.O. Dhanbad, Dist. Dhanbad in dismissing S/Shri Bijoy Mallik Tyndel Mazdoor and Hari Mallik Timber Mistry from service is justified? If not, to what relief the workmen are entitled ?

Terms of Settlement

1. It is mutually agreed to take Shri Hari Mallik & Shri Bijoy Mallik in employment in this original designation and category with immediate effect.

2. They will be given the continuity of service without any back wages.

Management representatives

1. Shri H. S. Dhillon, General Manager.
2. Shri R. L. Gupta, AM(T)-I
3. Shri B. P. Yadav, P.M.

Witnesses :

Dated:

Workers representatives

1. Shri S. K. Bakshi, Gen. Secretary.
2. Shri A. M. Paul, President, Bora Branch
3. Shri Hari Mallik
4. Shri Bijoy Mallick.

का. प्रा. १९०—आंदोलिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के अनुसरण में, केन्द्रीय सरकार, सेन्ट्रल माइन प्लानिंग एंड डिजाइन इन्स्टीट्यूट लि. के प्रश्नधनत्र से संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निरिष्ट आंदोलिक विवाद में केन्द्रीय सरकार आंदोलिक प्रधारण, (म.-२), धनबाद के पंचायत की प्रतिशिखा तरी है, जो केन्द्रीय सरकार की १-१-९२ की प्राप्त हुआ था।

S.O. 290.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Mine Planning & Design Institute Ltd and their workmen which was received by the Central Government on the 1-1-92.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 36 of 1991

PARTIES:

Employers in relation to the management of O.M.P.D.I. Ranchi and their workmen.

APPEARANCES :

On behalf of the workmen—Shri Abraham Mathews, General Secretary, National Coal Workers Congress.

On behalf of the employers—Shri B. K. Singh, Dy. Chief Personnel Officer.

STATE : Bihar.

INDUSTRY : Mine Planning
Dated, Dhanbad the 24th December, 1991

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the

I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(246)/90-I.R. (Coal-I), dated, the 20th February, 1991.

SCHEDULE

"Whether the action of Central Mine Planning and Design Institute Limited management engaging/ employing S/Shri Ranjit Kumar Minz, Shankar Ram, Md. Irshad, Bhuneswar Bhagat, Krishan Kumar Ranjan, Anwar Hussain, Baha Oraon, Binod Bandhu, Dinesh Kumar, Subodh Bouri, Sushil Kajur, Jatru Oraon, Manoj Oraon, Barnabas Toppo, Balwant Prasad Suresh Oraon, Suka Oraon, and Bandhan Oraon through a contractor on the permanent and perennial job of sweeping and cleaning etc. and not regularising them as regular sweepers in Category-I and not paying them prescribed wages and allowances for sweepers in justified? If not, to what relief these workmen are entitled and from which date?"

2. In this case only the workmen filed their W.S. Subsequently when the case was fixed for filing W.S. by the management, both the parties appeared before me and filed a Memorandum of settlement under their signature. I heard both the parties on the said petition of compromise and do find that the terms contained therein are fair and proper. Accordingly I accept the said memorandum of settlement and pass an Award in terms thereof which forms part of the Award as Annexure A.

B. RAM, Presiding Officer.

[No. L-20012/246/90-I(Coal-I)]

K. J. DYVA PRASAD, Desk Officer

ANNEXURE 'A'

MEMORANDUM OF SETTLEMENT BETWEEN THE MANAGEMENT OF CENTRAL MINE PLANNING AND DESIGN INSTITUTE LTD. GONDWANA PLACE, KANKE ROAD, RANCHI-834008 & THEIR WORKMEN, REPRESENTED BY THE NATIONAL COAL WORKERS CONGRESS, GONDWANA PLACE, KANKE ROAD, RANCHI-834008 DURING NEGOTIATIONS AT 10:00 A.M, ON 7-10-1991 AT CMPDI, RANCHI

PARTIES :

Representing Management

Representing Workmen/Union

- | | |
|--|---|
| 1. Sri B. K. Singh
Dy. Chief Personnel Manager,
Central Mine Planning &
Design Institute Ltd.,
Ranchi. | 1. Sri Abraham Mathews,
General Secretary,
National Coal Workers
Congress,
Gondwana Place,
Kanke Road, Ranchi. |
| 2. Sri A. K. Verma,
Dy. Personnel Manager,
Central Mine Planning &
Design Institute Ltd.,
Ranchi. | 2. Sri K. N. Singh,
Asstt. General Secretary
N.C.W.C., Gondwana,
Place, Kanke Road,
Ranchi. |

SHORT RECITAL OF THE CASE

The General Secretary, National Coal Workers Congress, Ranchi, raised an Industrial Dispute before the Asstt. Labour Commissioner (Central), Ranchi in terms of their letter dated 21-8-1989, demanding regularisation of the 18 workmen listed therein, employed through contractor as sweepers in Category-I, National Coal Wage Agreement with all attendant benefits, status and privileges of sweepers on the direct Roll of C.M.P.D.I. Ltd./CIL, mainly on the ground that Contract Labour on Sweeping and Cleaning jobs being prohibited category.

The Conciliation having ended in failure, the Asstt. Labour Commissioner (Central), Ranchi, having submitted his failure of Conciliation Report on 20-7-1990, the Central Government

in the Ministry of Labour, New Delhi, in terms of their Reference Order No. 1-20012(246)/90-I.R.(Coal-I) dated 20-2-91 referred the Dispute to the Central Government Industrial Tribunal No. 2, at Dhanbad Registered as Reference No. 36 of 1991 for adjudication and the same is still pending.

The parties, on the request of the Union/Workmen entered into mutual negotiations and finally during discussion on mutually agreed to settle the dispute as per terms and conditions set out here-under and to seek an Award accordingly from the Hon'ble Tribunal No. 2.

TERMS OF SETTLEMENT

1. It is hereby agreed by the Management that the workmen listed here-under at Clause 2, who were petitioners in Writ Petition C.W.J.C. No. 1004 of 1990 (R) before the Hon'ble High Court of Judicature at Patna, Ranchi Bench, will be fitted in Category-I Casual Sweeper, National Coal Wage Agreement (NCWA)-IV on and from 1st April 1991 and will be paid Basic Wages, Allowances, benefits and facilities applicable under N.C.W.A.-IV in Category-I. On completion of 240 days of attendance w.e.f. 1-4-1991, they will be regularised in Cat-I w.e.f. 1-4-1991 and they will be entitled to all the attendant benefits and facilities, viz., Fixed D.A., Variable D.A., Special D.A., Attendance Bonus, Transport subsidy, House Rent Allowance, Casual Leave, Annual Leave Medical Leave and Medical treatment and reimbursement LTC/LLTC, Leverages and all other benefits and facilities as are normally applicable to workmen in Category-I under NCWA.

2. It is further agreed by the Management that the following workmen will be fitted in Cat-I NCWA-IV w.e.f. 1-4-91 :

SI.	No.	Name
-----	-----	------

S/Shri

1. Krishna Kr. Ranjan
2. Md. Irshad
3. Binod Bandhu
4. Muneshwar Bhagat
5. Anwar Hussain
6. Sukha Oraon
7. Shankar Ram
8. Ranji Minz
9. Bandana Oraon
10. Sushil Kujur
11. Jatru Oraon
12. Balwant Prasad
13. Suresh Kujur
14. Dinesh Kr. Ram
15. Baha Oraon
16. Ashok Paswan
17. Krishna Sahu

All being petitioners in Writ Petition C.W.J.C. No. 1004 of 1990(R) before the Hon'ble High Court of Judicature at Patna Ranchi Bench.

3. It is agreed by the Union that they will drop the cases of S/Shri Manoj Oraon & Barnabas Toppo, who are not working and who are reportedly employed elsewhere and Subodh Bouri in absence of any information about his whereabouts over since the raising of the dispute.

4. It is further agreed by Management and Union that save and except the workmen listed at Clause 2 above, the claim of no other person concerning the ongoing contract for sweeping and cleaning jobs at CMPDI Hqr. whether as sweeper or otherwise will be made by the Union, nor will be considered by Management for regularisation/appointment.

5. It is agreed by the Union/workmen that the workmen listed at Clause 2 above, on being regularised as Sweeper in Cat-I w.e.f. 1-4-91 will continue to carry on their present normal duties as hitherto, including sweeping and cleaning of floors of buildings, ceilings, walls, Toilets and bathrooms, surroundings and surface drains to keep them in clean order and removing waste into which each of the said workmen

will give written undertaking. However, this undertaking will not in any way take away their right to apply for higher posts or from being considered for such posts, subject to fulfilling minimum qualifications, standard and other conditions prescribed to such posts, as and when such vacancies arise.

6. It is agreed by management that individual service book with specific entry of Clause 2 above and other personal bio-data will be completed on or before 30-9-1991 and will be intimated to the Union on or before 30-10-1991.

7. It is agreed that the arrear wages arising out of Fitment as at Clause 1 above w.e.f. 1-4-91 to the period ending on 30-8-91 under Category-I and the total wages due for the period prior to 1-4-1991 at Minimum wage rate of Rs. 24.50 (Rupees twenty four and fifty paise) per day under the Minimum Wages Act will be paid in full, after making the required deductions towards C.M.P.F. Voluntary Welfare Fund and Apaath Kalin Sahayatha Kosh, on or before 14th October, 1991.

8. Agreed by Management that the Implementation orders on this settlement will be issued on or before 14th October, 1991 with copy to the individual workmen concerned and to the General Secretary, National Coal Workers Congress simultaneously.

9. Agreed by Parties that this is in full and final settlement of all claims arising out of the Dispute and reference Order No. L-20012(246)/90-IR(Coal-I) dated 20-2-1991 being Reference No. 36 of 1991 and neither the Union, nor the workman concerned will make any further claims over and above the terms of this settlement.

10. Agreed by the Management and Union that this settlement will be submitted before the Hon'ble Central Government Industrial Tribunal No. 2, at Dhanbad under a joint application by the parties praying an Award in terms of this settlement. The joint application will be submitted on or before 30th October 1991 before the Central Govt. Industrial Tribunal No. 2, Dhanbad.

Signed on this the 1991.

On behalf of Management

1. (B. K. SINGH)
Dy. Chief Personnel Manager,
Central Mine Planning &
Design Institute Ltd.,
Ranchi.

2. (A. K. VERMA)
Dy. Personnel Manager,
Central Mine Planning
and Design Institute Ltd.,
Ranchi.

On behalf of the Workmen/Union

1. (ABRAHAM MATHEWS)
General Secretary,
National Coal Workers
Congress, Ranchi.

2. (K. N. SINGH)
Asstt. General Secretary,
National Coal Workers
Congress, Ranchi.

Witness

1. (S. N. PATHAK)
Asstt. Labour Commissioner (Central), Ranchi.

2. (M. B. SOREN)
Dy. Chief Engineer
Town Admn. Deptt.
CMPDI, Ranchi.

नई दिल्ली, 31 दिसंबर, 1991

का.आ. 291.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, प्रत्यं

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-12-91 को प्राप्त हुआ था।

New Delhi, the 31st December, 1991

S.O. 291.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhilai Steel Plant and their workmen, which was received by the Central Government on 30-12-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)
CASE NO. CGIT/LC(R)(74)/1986

PARTIES :

Employers in relation to the management of Bhilai Steel Plant Bhilai, District Durg (M.P.) and their workman Shri I. G. Desai, P. No. 074144 C/o Shri P.K. Sengupta, President, Khadan Mazdoor Congress, C/o Labour Court, Laxmibai Path, P.O. & District Durg (M.P.).

APPEARANCES :

For Workman.—Shri P. S. Nair, Advocate.

For Management.—Shri D. C. Henri

INDUSTRY : Steel Plant DISTRICT : Durg (MP)

AWARD

Dated, the 20th December, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-26012/10/85-D. III(B) dated 1st September, 1986, for adjudication of the following dispute :—

SCHEDULE

“Whether the action of the management of Bhilai Steel Plant in removing Shri I. G. Desai, P. No. 074144 from the services of Telephone Operator from Nandini Mines with effect from 10-10-1983 is justified ? If not what relief the employee concerned is entitled to?”

2. My predecessor vide Order dated 18-7-88 held that the domestic enquiry is neither just nor proper and is vitiated and accordingly directed the parties to lead evidence in relation to misconduct of the workman concerned before this Tribunal. Issue No. 1 has been disposed of accordingly.

3. During the pendency of the proceedings it was brought to the notice of this Tribunal that the workman died on 9-11-1989 because his dead body was found by the Police on 9-11-89 near the Railway Line in between Mourya Talkies and Office of the S.A.D.A. in Bhilainagar Township, poto copy thereof has been filed. However, the L.R.s. of the deceased workman, viz. Smt. Hansa Desai and her sons were permitted to continue the proceedings vide order-sheet dated 30-4-91.

4. Now we confine ourselves to the remaining issues nos. 2 & 3. Issues are, however, as follows :—

ISSUES :

- (1) Whether the Enquiry is proper and legal ?
- (2) If not, whether the action of the management is justified and legal on the facts of the case ?
- (3) Whether the punishment awarded is just and proper?

FINDINGS WITH REASONS :

5. In order to decide these issues No. 2 & 3 we only confine to the relevant part of the pleading and shall not deal

with the remaining part of the pleading. Hence we straightway come to the charge-sheet relating to which enquiry was held and the services of the deceased workman were terminated with effect from 10-10-1983. Charge is as follows :—

CHARGE

Shri I. G. Desai while employed as Telephone Operator, P. No. 074144 in the Telecommunication Deptt. Nandini Mines of Bhilai Steel Plant in the 'B' shift (2.00 PM to 10.00 PM) on 12-9-82 has been guilty of major misconduct in as much as he was caught at about 7.20 PM by the CISF Centry at the main gate, Nandini while unauthorisedly carrying away a 'Main pole coil of the traction motor of Czech, Loco' in unused condition on his bicycle through the main gate. This property (Main pole coil of the traction motor of Czech Loco) belong to Bhilai Steel Plant/Nandini Mines.

Shri I. G. Desai has, thus, committed an act of major misconduct under the Standing Orders for Mines.

6. Workman has denied the alleged charge.

7. The management has proved Ex. M/1, Ex. M/11 and Ex. M/15 as also the D.E. file. It has also examined five witnesses viz. R. S. Prasad (M.W. 1) Chain Singh Verma (M.W. 2), S.A. Chate (M.W. 3), S. K. Mukerji (M.W. 4) and Dasrath Singh (M.W. 5). The workman has, however, not examined any witness. It has only proved three documents viz. judgment of the Court, Shri Yogesh Mathur, Judicial Magistrate 1st Class, Durg dated 25th April, 1984 in Criminal Case No. 105/84, according to which the deceased delinquent workman was acquitted of the offence under Sec. 379 I.P.C. This document may be marked as Ex. W/1. Remaining two documents are certified copies of the statements of Chain Singh and Ishwar Lal (Ex. W/2 and Ex. W/3 respectively) which have been recorded by the Judicial Magistrate.

8. The charge is patently clear to show as to what happened on the alleged date of incident. Therefore we straight away come to appreciate the evidence on the point.

9. Before appreciating the evidence of the management on record and also the alleged contradictions in the evidence. I may point out that the workman in his written statement filed during the D.E. on 18-6-83 which in substance is that after return from duty he availed oral permission to Junior Manager, Shri A. K. Prasad, for $\frac{1}{2}$ an hour to go to the market and purchase certain articles. He purchased rice, tomato, fulghobi and datoon and kept them on his cycle and returned to his duty. Since he was late he was coming fast.

10. Deceased workman has stated that—

"When I reached at the 1st culvert which is from the main Security Gate on the road leading to township, I saw somebodys coming from the Main Gate direction on a bicycle very fast. And I heard somebody shouting after him at a distance. By this time the man who came on bicycle fastly crossed me and something was fell on the ground from his bicycle. I stopped my bicycle and stood on the bicycle. Then I saw the shouting person, who was a Security Guard after the fleeing person; reached at the spot there where the material fell down. The Security Guard was found respiration very speedily. He stepped and asked me "Kya Desaijee" Yo Sale Bhaggya?" The Guard's name was Babu Pawde. Shri Babu Pawde tried to lift the material by his both hands. The material was found weightful. Then Shri Babu Pande told me "Desaijee isko under Le Jane ke Liyae mujhae thoda Madath Keejiyae". Then I got down from the cycle. *Aaflace isco ottha Kae aapha saile men rekhte hun. Then I kept my cycle on the stand and helped the guard by pulling up the carrier spring, the Security Guard Shri Babu Pawde lifted the material and placed on my bicycle. For that I removed my raincoat which kept on the carrier. After placing material on the carrier I placed my Rain-Coat on the material and then we both moved towards the Main Gate, we both were holding the cycle and Shri Babu Pawde was explaining all the distance to the Maingate from the said culvert that how the thief escaped. When we entered

inside the maingate, nobody was there at the Main-gate or in the surroundings of the Maingate. Then the time was 7.30 PM. I told Babu Pawde to remove his Material and give my cycle. Shri Babu Pawde who requested for my assistance and addressed me as "Bhaiya Bhaiya", increased his voice and started shouting. I was surprised because he refused to give my cycle on which the stolen material was placed by him by his own request."

Thereafter he narrated the story, which is as follows :—

"He immediately tried to twist the incident because I found somebody was coming towards the main-road from the front of the Welfare Building side. Babu Pawde called that person "Where are you going?". That was Shri Deserath Singh Sr. Security Guard, C.I.S.F. "I am going to the mess to take the meal" he replied. Babu Pawde did not allow me to go to the Telephone Exchange. As per the indications and hits, Deserath Singh also came to the spot where we were standing inside the main gate. They both began to threaten me very loudly as why I stole the material. I was threatened by the Security Guard as I would be beaten if I would not admit the theft. At that time Chain Singh Verma, Time Keeper, hearing the loud noise came out of the room (Time Office) and asked from the Yard "Kya Hae Desaijee" When I was about to reply, the electricity was tripped. People began to gather in front of the Time Office and from there to the main Gate. There where we were standing by hearing the shouting of the Security Guards within a few minute (5 minutes to 10 minutes) Shri Chate, A.S.I., C.I.S.F. came there. The Security Guards started comments to Shri Chate as I was the person who stolen the material placed on my cycle. Thereafter I do not remember what happened because I was not in normal condition as I was confirmed that I was caught by trap and at the same time the thief and the Security guard are escaped.

I am a Telephone Operator one among the Sr. Telephone Staff of Nandini Tele-communication and am almost victimised by the Nandini Tele-communication management of Nandini Mines. I am surplus and put to work in the vacant post of Mechanics for the last six yards (years).

When I was victimised repeatedly by my superiors and officiating was not given to me. I pointed out the same to my superiors. But no favourable action was taken by the Management. I have not committed any major misconduct as levelled in the Charge-sheet against me. This is a case fabricated by the CISF against me. Hence I submitted my statement here-with for your kind information and an impartial judgment."

11. It is true that Shri Babu Pawde has not been examined and vide proceedings dated 23-8-81 though the management sought time to produce him he was not produced and the case of the management was closed vide proceedings dated 30-9-91.

12. Shri R. S. Prasad who has been referred to in the statement of the delinquent has been examined as M.W. 1. He has not been put a question that the delinquent had sought his permission to leave for a short period.

13. Coming to the testimony of Shri Chain Singh, S. A. Chate and Dasrath Singh we find that it was the delinquent deceased workman who was carrying with articles and was caught with articles. I need not go into the details of the evidence. The delinquent deceased workman has not claim those articles to be his. The articles belong to the Bhilai Steel Plant. The instance as said to have taken place by the deceased delinquent workman is most unreliable because there was no reason to falsely implicate the deceased workman. Despite all the contradictions with the testimony of the evidence of the witnesses they are not so material so as to doubt their testimony and in the light of the statement of the deceased workman the case of the management must be accepted.

14. It is needless to say that the criminal case has a different measure of appreciation while the departmental proceeding is not so sticky about the proof beyond doubt. Here, however, the facts are proved and after removal of the workman from service vide order dated 10-10-1983 the workman was acquitted by the competent Court of law for the alleged misconduct (offence) relating to which the D.E. was held. The judgment of the criminal Court does not come in the way. No other conclusion can be drawn but believing the evidence adduced by the management, the offence being grave the action taken by the management is justiciable.

15. Reference is accordingly answered as under :—

The action of the management of Bhilai Steel Plant in removing Shri I. G. Desai, P. No. 074144 from the services of Telephone Operator from Nandini Mines with effect from 10-10-1983 is justified. He is not entitled to any relief. No order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-26012/10/85-D.III(B)]

नई दिल्ली, 1 जनवरी, 1992

का. प्रा. 292.—शैशोगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के प्रन्तमरण में, केन्द्रीय सरकार, कलकत्ता के प्रबन्धनसंघ के मंबंदु नियोजकों और उसके कर्मकारों के बीच, प्रत्युत्थ में निर्दिष्ट शैशोगिक विवाद में केन्द्रीय सरकार शैशोगिक प्रधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-12-91 को प्राप्त हुआ था।

New Delhi, the 1st January, 1992.

S.O. 292.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on 31-12-1991.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 60 of 1986

PARTIES :

Employers in relation to the management of Calcutta Port Trust,

AND

Their Workmen.

PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

APPEARANCES :

On Behalf of management—Mr. P. Roy, Deputy Labour Adviser and I.R.O. and Mr. G. Mukherjee, Personnel Officer.

On behalf of Workmen—Mr. P. C. Laha, Secretary of the Union.

STATE : West Bengal

INDUSTRY : Port

AWARD

The Calcutta Port Trust and its Board of Trustees (hereinafter referred to as the said Trust), has a number of departments including the "Traffic Department" and another department, known as "Secretary's Department".

2. In the said "Secretary's department", there is a section known as Port Security Organisation, which looks after security of the said Trust's properties within the Port area and 91 GI|92—10

for that, Security Guards are employed. Sri Goutam Ram, the employee involved in this case (hereinafter referred to as the said employee) was employed as a Security Guard and he has claimed to be member of National Union of Waterfront Workers (hereinafter referred to as the said Union), which has raised the following dispute :—

"Whether the action of the management of Calcutta Port Trust, Calcutta in inflicting punishment on Shri Goutam Ram, Security Guard No. 185 by way of reducing his pay to the minimum of the pay scale of the post of security guard with effect from 14-6-1983 for a period of three years without cumulative effect is justified ? If not, to what relief is Shri Goutam Ram, Security Guard No. 185 entitled ?"

for adjudication before this Tribunal and the said reference was made vide Order No. L-32012/5/85-D IV(A) dated July, 31, 1986. The said Union appeared for the said employee before this Tribunal.

3. It has been stated that in the Traffic Department, there is a section known as "Superintendent's Transportation" (hereinafter referred to as the said Section), which controls and looks after the movement of Railway Traffic within the Port area and under them, there are many Railway yards, including one known as "EJC Yard". It has also been stated that for operational work, many employees are employed in that Yard, who are designated as Yard Porter, Shunter Gunner, Sub-Gunner and Coupling Porters amongst others, who are under the control and supervision of Junior Assistant Superintendent, Tranportation EJC and in that Yards, there is also a Security post, known as "Advance Post".

4. It has been stated that on August 17, 1980, in the night shift, Security Guard, Sri Tek Bahadur Aley and the said employee were posted for duty in that "Advanced Post" as gunner and gun-helper respectively. It was the case of the said Union that at about 11 P.M. on August 17, 1980, the concerned Junior Assistant Superintendent Transportation, instructed his men to pull some wagons by Engine No. D/71, for the purpose of detaching some defective wagon through shunting and the Driver of that Engine was Md. Jail.

5. It has also been stated that in the course of such shunting, it was alleged to be detached that near the "Advanced Post" some miscreants were pilfering or had pilfered a wagon, which was third from the engine and the said employee, who was then functioning as gun helper was suspended and a departmental proceeding was initiated against him, on the basis of the charge sheet dated December, 27, 1980, on the following charges :—

Charge No. I

(That the said Shri Gautam Ram is charged with gross negligence of duty and misconduct unbecoming of a Security Guard under the vigilance and Security adviser, Port Security Organisation during the period 22.00 hrs. of 17-8-80 to 6.00 hrs. of 18-8-80 at E.J.C. Advance Post as a Gun-helper, wagon No. NRCRT-70940 was victimised by some miscreants inspite of his present at the spot during his said duty period and he failed to prevent victimisation of the said wagon. Subsequently the wagon was checked at Pye Shed and 5 pkgs. were found short from the said wagon.

Charge No. II

"That during the aforesaid period and while functioning in the aforesaid office the said Gautam Ram committed misconduct inasmuch as he did not render any help to the C.P.T. Rly. shunting staff who were surrounded by some miscreants near Majerhat Advance Post while they were carrying on shunting operations of a rake of wagons."

6. It would appear that one Sri Bivekananda Sen Gupta, Inspector and one Sri Pronob Kumar Chakraborty, Field Section Inspector of the Port Security Office respectively, by two separate orders both passed on December 22, 1980 by the Secretary of the said Trust, were appointed as En-

quiry and Presenting Officers. In the enquiry, Sri Ganga Sagar Singh, Shunter Gunner, Sk. Jabir Sub-Gunner, Sri Tapan Kumar Chattopadhyaya, Junior Assistant Superintendent, Transportation, Sri Krishna Das Biswas, Inspector and Sri Satish Kumar Roy, Jamader were examined as prosecution witnesses. It would also appear that the said employee deposed himself in the enquiry and he was assisted by Sarbasree Anil Mukherji and Provat Kumar Biswas of the said Union and they declined to examine any other defence witness besides the said employee and they including the Enquiry and Presenting Officers, jointly inspected the place of occurrence also.

7. It would appear that after the enquiry, the Enquiry Officer submitted his report on June 10, 1982, finding the said employee guilty in respect of Charge No. 1 and he exonerated him from Charge No. 2.

8. The report in question has been stated to be considered by the Secretary of the Disciplinary Authority and he agreed with the findings as arrived at and passed an order on January 20, 1983, to the effect that Show Cause Notice be issued to the said employee, proposing the punishment to reduce his pay to the minimum of pay scale attached to a Security Guard for a period of 3 years without cumulative effect. This order was communicated to the said employee by the Vigilance and Security Officer on February 28, 1983 along-with the findings of the Enquiry Officer and thereafter, the said employee submitted his reply, which was considered by the Secretary and he, by his order dated June 14, 1983 observed that no point was made out by the said employee, which required consideration and, therefore, he passed an order for imposition of penalty and in the line as indicated earlier. This order was also communicated to the said employee on or about June 22, 1983. It would appear that on the relevant date, the said employee was drawing a basic pay of Rs. 406 in the pay scale of Rs. 330-8-390-E.B.-9-415-E.B.-10-475 and the said Trust has stated that as a consequence of the imposition of the penalty, the basic pay of the said employee was reduced to Rs. 330 in the scale of pay with effect from June 14, 1983 and as such, on June 14, 1986, the said employee was allowed the basic pay of Rs. 730 in the scale of pay of Rs. 515-11-620-13-695-15-775 and prior to that, he was also allowed to resume his duties with effect from January 22, 1988, on revocation of the order of suspension as passed earlier.

9. The said union has claimed the punishment as imposed to be unfair bad, illegal, and against all principles of natural justice, on the other hand the said Trust has supported the punishment as imposed, claiming the same to be fair, legal and has said that the same was imposed after the enquiry and following the necessary principles of natural justice. The said Trust has also alleged that the said employee has really accepted the punishment as imposed and has not exhausted the remedies available under the Rules since he has not preferred any appeal against the order of punishment. That being the position, it was claimed that there was no question or any occasion to review the order of punishment which was asked for on behalf of the said employee by the said Union, through Exhibits M-11 and M-13. The said Ext. M-13, it should be indicated, that the said Union claimed and considered to be treated and relied on as an appeal.

10. From the pleadings, it would appear that the said Union has given a vivid description of the place of occurrence through which the Railway tracks are lead and has disclosed the circumstances, for which the said employee could not be held guilty of the charges as levelled and during the course of argument, the learned representative of the said Union submitted that the entire thing was an attempt to make the said employee a scape goat, for no fault of his, and more particularly when, the other employee Sri Tek Bahadur Alev could not either be suspended or proceeded with, although similarly charged as he was not available and absconding. It was further alleged by the said Union that on the basis of the evidence as available either before the Disciplinary proceeding or before this Tribunal or from the records as produced and marked on consent, the complicity of the said employee in the occurrence, had not at all been established or proved. Those submissions were of course denied and disputed by the learned representative of the Trust. Apart from the documents as disclosed and marked on

consent, it would appear that Sri Bivekananda Sen Gupta, an Inspector of Calcutta Port Security Organisation, who conducted the enquiry, has deposed and apart from stating about the incident regarding the charge sheet, which according to him was proved through due legal evidence. It has stated that there was no violation of principles of natural justice, as at every stage, the said employee was given all, due and necessary opportunities to prove his case of innocence and also the fact that he and his defence helpers were asked to lead defence witness, if available, but they refused.

11. Before I take up the submissions as made before me, I should keep it on record and which fact the learned representatives of the parties, appearing before me agreed, that the said employee Goutam Ram was all through out present in the Tribunal during the entire proceedings, but he did not tender himself for examination and cross-examination. The learned representative of the said employee, on being asked; stated that said Union has not produced and tendered the said employee for examination and cross-examination, as it was thought that the same would not be necessary.

12. Mr. P. C. Laha, appearing for the said employee, first referred to the order of reference and after placing the facts, submitted that it would admittedly appear from the proceedings and evidence as recorded in the departmental proceedings, that the third wagon from the concerned engine was pilfered on August 17, 1980, at about 23.35 hrs. It was indicated by him that the said employee was deputed on duty for that night, to work as gun helper and not as gunman. He also pointed out that the gunman and the gun-helpers are posted as security guards in the concerned area/yard and since it was found that the pilferage was done in the presence of the employee, the charge sheet as mentioned earlier, was issued against him, who as indicated earlier, was acting on that date as gun helper and he was suspended on September 27, 1980. He also pointed out that the gunman viz Tek Bahadur Alev was also sought to be charge sheeted and suspended, but such order could not be served on him, as he was absconding from duty on and from September 10, 1980.

13. Mr. Laha then pointed that on the basis of the departmental enquiry, which was not duly held and that too, after following all norms of principles of natural justice and the said employee was found guilty without any basis and he was ultimately sought to be punished with such reduction of pay by 3 stages as mentioned earlier. Admittedly, the employee was so punished on the basis of the findings of the Enquiry Officer that Charge No. 1 was duly and appropriately proved against him and it would also appear that he was acquitted of Charge No. 2.

14. Sri Laha referred to Annexure K and L of the written statement filed by the said Union, the respective dates whereof will appear from the said Annexure and which are the copies of the proceedings recorded in the departmental enquiry and stated, on consideration of such evidence as recorded, it would appear that there was no evidence of pilferage and the duty of the said employee was only as a gun helper, which fact, has also been admitted by the management and as such, it should be held that when the incident took place or occurred within the said yard, which was a vast one, it was really impossible to hold the said employee guilty, even in respect of the Charge No. 1, as on the date, the incident happened, there was massive load-shedding and in such circumstances, it was not possible for any one to recognise and identify of the miscreants or for not apprehending them, for which the said employee has been found to be guilty and more particularly when, on the basis of question Nos. 7, 8 and 9 and the answers to them, it would appear that the duty of the gun helper, i.e. said employee, was to help the shunter gunner holding the gun and it was his duty only to follow the gun-man, wherever he goes within his duty area and the gun helper could not act independently or of his own, move about, apart from the fact that the insufficiency of light on the date of occurrence, was established. It was then submitted by him that really the said employee has suffered much and that too, not for any of his deficient workings. He indicated that the said employee has really suffered from 1980 to 1986.

15. It was further submitted by Sri P. C. Laha that the proceedings were really manipulated and malafide one

and that was only initiated with the intention to punish the said employee, since the original gunman i.e. Tek Bahadur Aley was not admittedly available.

16. It was further pointed out by him that as the Driver of the concerned engine and the gunman were not produced in the enquiry, the fact that the 3rd wagon from the engine was pilfered or manipulated, was not really proved by any independent and direct evidence. It was Sri Laha's further contention that even though the Driver of the concerned engine has retired, there was no difficulty in having him produced in the departmental enquiry, more particularly when, he made a statement as in Annexure 'G' to the written statement of the said Union. It was also contended by Sri Laha that even the contents of Annexure 'G', if considered duly, will not establish any complicity of the said employee in the incident as happened and according to him, the said Annexure 'G' was not considered unbiased and if the same was done, there would have been exoneration of the said employee from the concerned charge. It was further pointed out by Sri Laha that even though the Coupling porter, who detached the 3rd wagon from the 4th one, was neither examined nor any statement was taken from him and it is strange that he was not called at the enquiry, to prove the happenings and such being the position, there was no reasonable possibility, of either holding the said employee guilty of the charge or that there was really any victimisation of the concerned wagon. It was then submitted by him that when the Coupling Porter was not admittedly produced, the happenings were sought to be proved by some one, who had nothing to do in the matter. Sri Laha further referred to the cross-examination of Shri Jaber and stated on scanning the entire evidence, that it was really impossible to find out how the security guards were identified or how they could identify the miscreants.

16. Next, reference was made by Sri Laha, to the evidence of Sri K. D. Biswas and Sri P. K. Chattopadhyaya and submitted that neither of them have really testified that they could see or really saw the incident happening and so also the miscreants, whose identities were not duly proved and established. The said Sri Chattopadhyaya admittedly made a statement as in Annexure 'F' to the written statement of the said Union and on a reference to the same, it was claimed by Sri Laha that even therefrom, it would appear that the validity of the submission as made by him and recorded earlier, were not really denied. Considering the totality of the evidence, Sri Laha submitted that the case as sought to be made out and established against the said employee, was really false and a concocted one. The answers to question Nos. 7, 8 and 9 as mentioned earlier and the non examination of the Coupling Porter and that of the Driver and the gunman, would have certainly be in favour of the said employee, if their statements as indicated earlier, were not marked by consent and without any objection in this proceedings.

17. In his reply, Sri G. Mukherji, appearing for the said Trust indicated on a reference to exhibit M-4 that admittedly, the said employee was found guilty of the first charge and was exonerated of the second one and on August 17, 1980, he was deputed as gun helper.

18. While on the enquiry proceeding and on a reference to the records therein, so also the written statement of the said Union here, Sri Mukherji submitted firstly, that the said employee has not really denied or disputed the incident and secondly, there was also no denial to the fact that he alongwith Tek Bahadur Aley was placed/deputed on duty on the date of occurrence as gun helper and gunman respectively and as such, their duty was to protect the properties of the said Trust. He then pointed out that from the evidence of M-1, it would appear that after the happenings, the said Tek Bahadur Aley, gunman has fled away. It was pointed out fourthly, by Sri Mukherji that the said employee, was given all due and necessary help, assistance and opportunities in the disciplinary proceedings and really, he had also the advantage of having the help and assistance of defence helpers, who alongwith the said employee, participated in the enquiry without any protest. It was, fifthly pointed out by him that if the case of the said employee was true and correct, then, why he has not lead any defence witness in the enquiry? To establish such statement and the validity of the same, reference was

made to the records and proceedings of the enquiry and the statements as pointed out earlier and so also the evidence of MW-1 and further reference was also made by Sri Mukherji to Ext. M-6, which is Appendix-1 to the recorded proceedings of the departmental enquiry. While replying on the non-examination of Sri Jaber and the Coupling Porter, it was submitted by him that it is true that they were not called, as their evidence was not sought to be relevant on the basis of the available evidence and their statements which were not contradicted, and in any way, it was stated that if their evidence as claimed, was thought to be so relevant, then there was no bar for the said employee either to call them or he could have asked for their production in the departmental proceedings. In fact Sri Mukherjee claimed that there is evidence available on the point. It was stated by him further that Appendix-I to the written statement, which has been marked on consent, was a document created or the same came into existence, when evidence in the departmental proceeding was over and as such, the submissions made on that behalf by the said employee now, should be deemed to be an after-thought.

19. Sri Mukherji then pointed out that in the departmental enquiry, inspection of all documents either to the said employee or to his defence helpers was given and as such, there was no or could be any question of non-compliance with the principles of natural justice or insufficiency of opportunities. It was Sri Mukherji's further contention that the invalidity of those submissions of the said employee would be apparent, as MW-1 was not cross-examined by him before this Tribunal on such points. Sri Mukherji then submitted that the findings in the enquiry were arrived at, not only on consideration of the available evidence on record, but also on admitted facts, on the basis whereof, the said employee was found guilty and he also repeated that since all the documents before this Tribunal were produced on admission, there can not be any reason or cause for disbelieving them.

20. From the recorded proceedings, it was stated by Sri Mukherji that it would appear from Appendix-B that Ganga Sagar the sub-gunner was on duty and from Appendices C, E and G it would also appear that Jaber, T. K. Chattopadhyaya and Sri Biswas duly reported and Sri Biswas found victimisation of the concerned wagon. When the statement of Sri Tek Bahadur Aley was sought to be read and tendered by Sri Mukherji before this Tribunal, Sri P. C. Laha appearing for the said employee objected to such reference and agreeing with the submissions of the learned representative of the said Trust, I think the submissions of Sri P. C. Laha were not of any substance, as the said report of Tek Bahadur Aley was marked in this proceedings by consent of parties. From the evidence of MW-1, it will appear that he made a report, which was duly considered and thereafter, the said employee was found guilty of Charge No. I.

21. The fact that the said employee Goutam Ram was all throughout present before this Tribunal was also not in dispute as indicated earlier and such fact should certainly be considered as one against his contentions and while on the point, it should also be remembered that the said employee, even though had the due opportunities, had not produced any witness in support of his case, either in the Departmental proceedings or before this Tribunal.

22. Apart from the facts as above, there can not also be any denial of the fact that there was no appeal duly and at all preferred by the said employee against the order imposing penalty and the record which he intended to be used and considered as an appeal, was really not an appeal under the relevant Rules, governing his terms of service and condition of employment. Sri Mukherji appearing for the said Trust of course claimed that since the dispute was raised after 2/3 years, there was no validity of the same and the same can not also be considered. I do not of course agree with such submissions of Sri Mukherji.

23. On the basis of the evidence as available and considering the submission, there is no dispute that load-shedding in the yard of the said Trust on that date, has not been duly established and proved and as such, submissions made on that ground, cannot be taken to have been proved and established.

24. In view of the above recordings as made by me, I find amongst others that non-examination of the said employee, was a vital defect in the proceedings before this Tribunal and in the departmental proceedings even though, he was afforded all due, necessary and required opportunities and as such, there was no violation of the principles of natural justice as alleged. In fact, the said employee, in the concerned Departmental proceeding have not been able to establish that there was no complicity on his behalf in the happenings, beyond any reasonable doubt.

25. Above being the position and my findings, I hold that the reference cannot be answered in favour of the said employee and the same is thus dismissed.

This is my Award.

Dated, Calcutta

The 17th December, 1991.

MANASH NATH ROY, Presiding Officer
[No. L-32012/5/85-D.IV (A)]

महि दिल्ली, 2 जनवरी, 1992

का.आ., 293.—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं प्रादित्य मिनरल्स रयाला, भीलवाड़ा के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक प्रधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

New Delhi, the 2nd January, 1992

S.O. 293.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Aditya Minerals, Rayala, Bhilwara and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबन्ध

केन्द्रीय ओद्योगिक न्यायाधिकरण, जयपुर ।

केस नं. सी.आई.टी. 36/90

केन्द्र सरकार श्रम मंत्रालय की प्रधिसूचना संख्या :

एल. 29012/37/90 आई.आर. (विविध) उ. 24-5-90

भारत ग्रुप श्री रुधा मीना गांव और पोस्ट गारणा
तहसील केकड़ी, ग्रजमेर ।

बनाम

मै. प्रादित्य मिनरल्स, रयाला, भीलवाड़ा ।

उपस्थिति :

अमिक पक्ष की ओर से : कोई हाजिर नहीं

नियोजक पक्ष की ओर से : श्री मवन सिंह वेष्पुरा के ओर से
श्री बी.एस. माधुर ।

दिनांक प्रवार्ता : 27-4-91

प्रवार्ता

श्री बी.एस. माधुर विपक्षी के प्रतिनिधि श्री मवनसिंह वेष्पुरा की ओर से उपस्थित हैं प्रार्थी की ओर से कोई हाजिर नहीं है आज श्री माधुर ने श्री वेष्पुरा की ओर से उपस्थिति बाबत प्रार्थना पढ़ पेश की शामिल भिसल रहे आज प्रार्थी की स्टेटमेंट आफ ब्लैम पेश करता है लेकिन कोई हाजिर नहीं है और न ही ब्लैम पेश करता है श्री वेष्पुरा के लिए निरन्तर समय दिया जा रहा है अब समय दिया जाना उचित नहीं है, अतः इस प्रकरण में नो डिस्यूट घाराहं पास किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थ भेजा जावे ।

जगत सिंह, न्यायाधीश,

[सं.एल. 29012/37/90-आई.आर. (विविध)]

का.आ. 294.—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, श्री दौलतमल बंकलीवा, मालिक बंसखी सिलिका माइन्स मोहनवाड़ी, सूरजपोल गेट, जयपुर के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक प्रधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था ।

S.O. 294.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Shri Daulat Mal Bankliwal, Owner Bansakho Silica Mines Mohanwari Suraj Pal Gate, Jaiur and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबन्ध

केन्द्रीय ओद्योगिक न्यायाधिकरण, जयपुर ।

केस नं. सी.आई.टी. 32/91. ।

केन्द्रीय सरकार श्रम मंत्रालय की प्रधिसूचना संख्या :
एल. 29011/20/90 आई.आर. (विविध) वि. 24-4-91
जिला सचिव, ग्राम बर्फ यूनियन, 3, हथरोई मजरैर,
रोड, जयपुर ।

बनाम

श्री दौलतमल बंकलीवा, मालिक बंसखी सिलिका माइन्स
मोहनवाड़ी, सूरजपोल गेट, जयपुर ।

उपस्थिति :

युनियन की ओर से :

नियोजक की ओर से :

दिनांक प्रवार्ता :

कोई हाजिर नहीं

कोई हाजिर नहीं ।

30-8-91

प्रवार्ता

फरीकेन की ओर से कोई हाजिर नहीं है । आज यूनियन को स्टेटमेंट आफ ब्लैम पेश करता है लेकिन कोई हाजिर नहीं है और न ही क्लैम पेश किया है । यूनियन को दिनांक 31-5-91 से ब्लैम पेश करने के लिए निरन्तर समय दिया जा रहा है अब समय दिया जाना उचित नहीं है, अतः इस प्रकरण में नो डिस्यूट घाराहं पास किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थ भेजा जावे ।

जगत सिंह, न्यायाधीश,

[सं.एल. 29011/29/90-आई.आर. (विविध)]

का.आ. 295.—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. प्रादित्य इंडिया लि. जोधपुर के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक प्रधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था ।

S.O. 295.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Oil India Ltd., Jodhpur and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केन्द्रीय औद्योगिक व्यायाधिकरण, जयपुर।

केस नं. सी.प्राई.टी. 67/90

केन्द्र सरकार श्रम मंत्रालय की प्रधिसूचना संख्या :
एल-30011/6/90 प्राई.प्रार. (विविध) वि. 20-५-९०
जनरल सीक्टरी, आयल इंडिया प्रार.पी. फील्ड,
केजुप्रल नेवर एम्पालाइज यूनियन, हुम्बे की चनकी के पास,
जैसलमेर एवं अन्य।

बनाम

मैं, आयल इंडिया लि., जोधपुर।

उपस्थिति

यूनियन की ओर से : कोई हाजिर नहीं
नियोजक की ओर से : कोई हाजिर नहीं
दिनांक प्रवार्ड : 9-4-91

प्रवार्ड

फरीकेन की ओर से कोई हाजिर नहीं है। आज यूनियन को स्टर्टमैट आफ क्लेम पेश करता है लेकिन कोई हाजिर नहीं है। न ही क्लेम पेश किया। यूनियन को दिनांक 15-11-90 से निरन्तर क्लेम पेश करने के लिए समय दिया जा रहा है अब समय दिया जाना उचित नहीं है। यूनियन इस प्रकरण में रुचि नहीं ले रही है अतः इस प्रकरण में नो डिस्ट्रूट प्रवार्ड पास किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थ भेजा जावे।

जगत सिंह, व्यायाधीश

[सं. एल-30011/6/90—प्राई.प्रार. (विविध)]

का.प्रा. 296.—औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, आयल एवं नेचुरल गैस कमीशन जोधपुर के प्रबन्धताल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 296.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil and Natural Gas Commission, Jodhpur and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केन्द्रीय औद्योगिक व्यायाधिकरण, जयपुर।

केस नं. सी.प्राई.टी. 29/1991

रैफरेंस : प्रारंभ सरकार, श्रम मंत्रालय, नई दिल्ली का प्रारेश क्रमांक एल-30012/31/90—प्राई.प्रार. (विविध) दिनांक निल ॥

श्री सतीश चन्द्र शर्दूल पुर्ण श्री ईश्वर चंद्र एवं प्रार्थी

बनाम

आयल एवं नेचुरल गैस कमीशन, जोधपुर
—प्रार्थी

उपस्थिति :

प्रार्थी की ओर से : कोई हाजिर नहीं
प्रार्थी की ओर से : कोई हाजिर नहीं
दिनांक प्रवार्ड : 26-11-1991

कोई हाजिर नहीं
कोई हाजिर नहीं
26-11-1991

प्रवार्ड

फरीकेन की ओर से कोई हाजिर नहीं है। आज प्रार्थी को स्टर्टमैट आफ क्लेम पेश करना है लेकिन न तो स्टर्टमैट आफ क्लेम पेश हुआ है और न ही कोई प्रार्थी की ओर से हाजिर प्राया है। ऐसा प्रतीत होता है कि प्रकार अब इस मामले में रुचि नहीं ले रहे हैं अतः प्रकरण में नो डिस्ट्रूट प्रवार्ड पारित किया जाता है, जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

जगत सिंह, व्यायाधीश

[सं. एल-30012/31/90—प्राई.प्रार. (विविध)]

का.प्रा. 297 :—औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, रामपुरा अगूचा प्रोजेक्ट आफ हिन्दुस्तान जिक लि., भीलवाड़ा के प्रबन्धताल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण, जयपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 297.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rampura Agucha Project of Hindustan Zinc Limited, Bhilwara and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केन्द्रीय औद्योगिक व्यायाधिकरण, जयपुर।

केस नं. सी.प्राई.टी. 15/91

केन्द्र सरकार श्रम मंत्रालय की प्रधिसूचना सं.
एल-29011/28/90 प्राई.प्रार. (विविध) वि. 0-11-90
अगूचा आन मजदूर संघ, भीलवाड़ा।

बनाम

रामपुरा अगूचा प्रोजेक्ट आफ हिन्दुस्तान जिक लि.,
भीलवाड़ा।

उपस्थिति

श्रमिक संघ की ओर से : कोई हाजिर नहीं
नियोजक पक्ष की ओर से : कोई हाजिर नहीं
दिनांक प्रवार्ड : 27-4-91

प्रवार्ड

फरीकेन की ओर से कोई हाजिर नहीं है। यूनियन को आज स्टर्टमैट आफ क्लेम पेश करता है लेकिन कोई हाजिर नहीं है और आ ही क्लेम पेश किया है अतः इस प्रकरण में नो डिस्ट्रूट प्रवार्ड पास किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थ भेजा जावे।

जगत सिंह, व्यायाधीश

[सं. एक-29011/28/90—प्राई.प्रार. (विविध)]

का.प्रा. 296. :—औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रोजेक्ट मैनेजर कापर प्रोजेक्ट, दीरीषा के प्रबन्धताल के संबद्ध नियोजकों और उनके

कर्मकारों के बीच, भ्रष्टांश में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रविधिरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 298.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Project Manager, Dariba Copper Project, Dariba and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर।

केस नं. सी.आई.टी. 55/90

केन्द्र सरकार अम मंत्रालय की अधिसूचना संख्या :
एल-430/2/7/90/प्राई आर (विविध) दि. 16-8-90
दरिबा कॉपर परियोजना अभियंक संघ, दरिबा, अलवर

विवाद

प्रोजेक्ट मैनेजर, दरिबा कॉपर प्रोजेक्ट, दरिबा

उपस्थिति

मूलियन की ओर से : श्री इन्द्रराज शर्मा
नियोजक की ओर से : श्री मनोज कुमार शर्मा

दिनांक प्रवार्द्ध : 3-5-91

प्रवार्द्ध

श्री इन्द्रराज शर्मा जनरल रेक्टरी व श्री मनोज कुमार शर्मा की प्रार्थना पत्र पर मिलन आज पेश हुई। श्री दोलतराम अभियंक खुद तथा श्री इन्द्र राज शर्मा जनरल सैकेटरी यूनियन की ओर से तथा श्री ए.एम. जावलिया मय उनके प्रतिनिधि श्री मनोज कुमार शर्मा विपक्षी की ओर से उपस्थिति से ही आज पक्षकारान्ते ने एक प्रार्थना पत्र के रास्ते बाहरी समझौता पेश किया। समझौता तस्वीक किया गया अब यूनियन व विपक्षी नियोजक के बीच कोई विवाद नहीं रहा है बाहरी समझौता के आधार पर अवार्ड परिवर्तित किया जाता है समझौता अवार्ड का अंग रहेगा आवार्ड केन्द्रीय सरकार को प्रकाशनार्थ भेजा जावे।

संलग्न : समझौता

जगत सिंह, न्यायाधीश

[स. एल-430/2/7/90-प्राई.आर. (विविध)]

का.आ. 299:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार, सैन्ट्रल साइंटिक इन्स्ट्रुमेंट सर्विस एण्ड मेंटेनेंस सेन्टर जयपुर के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, भ्रष्टांश में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रविधिरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 299.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Scientific Instruments Service and Maintenance Centre, Jaipur and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर।

केस नं. सी.आई.टी. 16/1987

रक्फरेंस भारत सरकार, अम मंत्रालय, नई फिल्ड का आवेदन
क्रमांक एल-42012/55/05/डी-II-जी दिनांक 21-4-87
कुमारी लीलमा के.सी., के/अंक भिस गेसी जोसेफ
एस.डी.आर.एम. हॉस्पिटल, इंडियन ऑफिल कम्पनी के
सामने, 22-जोदाम, जयपुर-6।

—प्रार्थीया

विवाद

सैन्ट्रल साइंटिक इन्स्ट्रुमेंट सर्विस एण्ड मेंटेनेंस सेन्टर जयपुर।
—प्रार्थी

उपस्थिति

प्रार्थीया की ओर से :

प्रार्थीया की ओर से :

दिनांक अवार्द्ध :

श्री जे.के. अग्रवाल

श्री विरेन्द्र सोङा

20-11-91

प्रवार्द्ध

भारत सरकार, अम मंत्रालय, नई फिल्डी ने निम्न विवाद हम न्यायाधिकरण को बास्ते अधिनियम अन्तर्गत धारा 10 (1) (टी) औद्योगिक विवाद अधिनियम 1947 अपनी उपरोक्त अधिसूचना द्वारा प्रेषित किया है:—

“क्या सैन्ट्रल साइंटिक इन्स्ट्रुमेंट सर्विस एण्ड मेंटेनेंस सेन्टर, जयपुर के प्रबन्धतंत्र की श्रीमती लीलमा के.सी. की 1-3-85 से सेवाएँ समाप्त करने की कार्रवाई वैध और न्यायोचित है। यदि नहीं, तो प्रबन्धित कर्मकार किम अनुनीय की हकदार ही और किस तरीख से।”

कुमारी लीलमा के.सी. जिसे तत्पश्चात प्रार्थीया संबोधित किया है, ने जरिये क्लेम प्रकट किया है उसकी नियुक्ति विपक्षी द्वारा 3-8-83 की जूनियर स्टेनोग्राफर-रूम एडमिनिस्ट्रेटिव असिस्टेंट के पद पर ईनिक वेतन पर की गई थी। उसका कार्य डिक्टेशन लेना, टाईप करना तथा डिस्पैथ व फाईलिंग का था जो उसने पूरी मेहनत व ईमानवारी से किया था। प्रार्थीया का कहना है कि उसने 2-8-83 से 2-1-83 तक ईनिक वेतन पर, 3-11-83 से 31-1-84 तक पीस रेट पर, 1-2-84 से 30-4-84 तक 550/- रु. प्रति माह निर्धारित वेतन पर, 1-5-84 से 31-10-84 तक पीस रेट पर और 1-11-84 से 28-2-85 तक 350 रु. प्रति मास फिल्सड रह पर कार्य किया था। उसने रोजाना प्रातः 9.00 बजे से शाम 5.00 बजे तक प्रार्थीया के कार्यालय में रहकर इूटी बी है कि अन्तिम 1-3-85 को प्रार्थीया ने भौतिक रूप से उसकी सेवाएँ समाप्त कर दी। जिस बाबत प्रार्थीया ने आपाति की परंतु कोई उत्तर नहीं दिया।

3. प्रार्थीया कहती है कि उसने औद्योगिक विवाद अधिनियम की धारा 25-सी के अनुसार एक वर्ष में 240 दिनों से अधिक सेवा पूरी कर ली थी और जो कार्य वह करती थी वह स्थाई प्रदृष्टि का था और आज भी प्रार्थीया के पास वह कार्य है। फिर भी प्रार्थीया की सेवा मुक्त करके उसके उपर को भरने के लिए विज्ञापन दिये गये। प्रार्थीया के अनुसार प्रार्थीया संस्थान में करीब 300 व्यक्ति कार्यरत हैं इसलिए धारा 25-एन की भी अवधेलना की गई है और उसकी सेवा मुक्त के बाद अन्य व्यक्तियों द्वारा वही कार्य लिया जा रहा है तथा उसे नहीं बुलाया गया व इसलिए धारा 25-एफ व एच की भी अवधेलना की गई है।

4. प्रार्थीया नियोजक के जरिये प्रत्युत्तर यह तो स्वीकार किया कि प्रार्थीया की नियुक्ति 2-8-83 से की गई थी और उससे 2-1-83 तक ही कुल 80 विवर कार्य लिया गया है। जिस रोज उसे सेवामुक्ति की सूचना दी गई थी। उक्त नियुक्ति भी ईनिक वेतन पर ही, की गई थी तत्पश्चात 2-2-84 से कुल 3 माह के लिए प्रार्थीया को 550/- रुपये के वेतन पर कान्ट्रैक्ट बेसिस पर रखा गया था, उसके बाद भी प्रार्थीया को पीस रेट के आधार पर मर्हि व अगस्त 1984 में कार्य दिया गया, अक्टूबर, 1984 में भी प्रार्थीया ने कान्ट्रैक्ट बेसिस पर टाईपिंग कार्य करने हेतु अन्य व्यक्तियों के साथ आवेदन किया था और प्रार्थीया की कोटेशन सबसे कम भी इसलिए 1-11-84 से उसे 350 रुपये की निर्धारित राशि पर रखा गया था। नियोजक के अनुसार फरवरी 1985 में भी प्रार्थीया ने कान्ट्रैक्ट बेसिस पर ही टाईपिंग कार्य किया है।

नियोजक का कहना है कि उन्होंने धारा 25-एफ. पर स्थवरा एन की प्रवहेता नहीं को क्योंकि प्रार्थीया उनके नियोजक में साल 80 दिन रही है और उनके संस्थान में 12 व्यक्तियों में अधिक अधिक कार्यस नहीं हैं। नियोजक के अनुमान सेवा मुक्ति के उपरान्त ही प्रार्थीया 600/- रुपये प्रति माह को दर से अन्वय कर्त्तव्य हैं इसलिए किसी भाष्मी अधिकारियों नहीं है।

5. अपने कथनों के समर्पण में कुमारी लौलम्बा के सी. ने स्वयं का शपथ पत्र प्रस्तुत कर मरणापित कराया जिससे नियोजक प्रतिनिधि ने जिरह की और प्रानेक्षिक माध्यमें डब्ल्यू-१ प्रमाण पत्र तथा डब्ल्यू-२ द्वारिर रजिस्टर पेश किए। इसके विपरीत नियोजक की तरफ से भी एम. शिवगंभीरनाथान का शपथ पत्र पेश हुआ है जिससे श्रमिक प्रतिनिधि ने जिरह की है। नियोजक की तरफ से भी प्रानेक्षिक माध्यमें प्रदर्शन एम-१ लगायत एम-४ फौटो प्रतियां प्रस्तुत हुई हैं। तत्पश्चात ऐसे पक्षावार्य का निरीक्षण किया और पक्षकारों के प्रतिनिधियों को विस्तारावृद्धक सुना।

6. अपने कलेम के अनुसार ही कुमारी लोलम्मा ने अपने शपथ पत्र में भी दर्ज किया है कि उसका सूच्य कार्य डिप्पोजेट लेना, टाईफ करना, डिस्पैच रिमीट करना व फार्मिंग करना था और उसने उक्त कार्य 3-8-83 को करना प्रारंभ किया था जिसे 28-2-85 तक लगातार किया है। प्रार्थिया यह भी कहती है कि प्रातः 9.00 बजे से शाम 5.00 बजे तक नियोजक के कार्यालय में रहकर वह उक्त कार्य करती थी। नियोजक की दी भूमिका पर वह टाईप करती थी। उक्त कार्य करने वाले नियोजक की तरफ से उसे डब्ल्यू-1 प्रमाण पत्र, भी दिया गया था हालांकि कुमारी नीलम्मा के सी. ने कलेम के अनुसार ही शपथ पत्र में भी स्पष्ट कथन किया है कि उसने 2-8-83 से 28-2-85 तक लगातार 9.00 बजे से 5.00 बजे तक प्रप्रार्थी के कार्यालय में जास्तित होकर ड्यूटी दी है और टाईप करने के अलावा रिमीट, डिस्पैच व फार्मिंग का भी कार्य किया है परंतु फिर भी नियोजक प्रतिनिधि ने कुमारी लोलम्मा से विस्तारपूर्वक प्रति-परीक्षा नहीं की। सुनाव के रूप में भी यह नहीं पूछा कि कुमारी लीलम्मा ने कभी भी रिसीट डिस्पैच अथवा फार्मिंग का कार्य नहीं किया हो या प्रातः 9.00 बजे से शाम 5.00 बजे तक कार्यालय में रहकर कार्य नहीं किया हो, इसलिए कुमारी लोलम्मा का शपथ पत्र में उपरोक्त किया गया कथन साक्षित हो जाता है क्योंकि कुमारी लीलम्मा के मौखिक शपथ पत्र की पुष्टि नियोजक द्वारा दिये हए प्रमाण, पत्र प्रदर्श डब्ल्यू-1 से भी होती है।

7. यह उन्नेस्वानीय है कि अप्रार्थी नियोजक ने कलेम के प्रत्युत्तर में तो इतना ही स्वीकार किया है कि कुमारी लीलम्मा ने 2-8-83 से 2-11-83 तक 80 दिवस ही अप्रार्थी के नियोजन में रहकर कार्य किया है और तत्पश्चात कान्डेक्ट बेसिम पर अपवाहीस रेट पर टाइपिंग का कार्य किया है। ऐसा ही कथन नियोजक की तरफ से श्री एस. शिवामार्पी-नाथास ने भी अपने शपथ पत्र में किया है परन्तु उक्त तथ्यों में स्वतंत्रता का आभास नहीं होता क्योंकि श्री एस. शिवामार्पीनाथास प्रति-परीक्षा में स्वीकार करते हैं कि उन्हें केस के बारे में व्यक्तिगत जानकारी नहीं है और रिकार्ड के आधार पर ही वह बयान दे रहा है। अर्थात् तत्कालीन समय में श्री शिवामार्पीनाथास अप्रार्थी संस्थान में नियोजित नहीं थे। प्रति परीक्षा में तो नियोजक माफी ने यह कहा है कि 3-11-83 से 31-3-84 तक कुमारी लीलम्मा ने काम नहीं किया परन्तु कुमारी लीलम्मा के प्रार्थना पत्र पर इस न्यायालय ने अप्रार्थी को दिनांक 19-1-88 को आदेण दिया है कि वे 2-8-83 से 28-2-85 तक का ईनिक बेतन भोगी कर्मचारियों का हाजिरी रजिस्टर पेश करे और उक्त अवधि का ही रिसीट दिवसेष रजिस्टर भी पेश करे ताकि वास्तविकता का पता लगाया जा सके, परन्तु नियोजक की तरफ से 1983 तक का ही रजिस्टर पेश हुआ है। 1984 का हाजिरी रजिस्टर नियोजक ने न्यायालय में पेश नहीं किया और न ही उक्त रजिस्टर पेश नहीं करते का कोई उचित कारण बताया। इससे यह निष्कर्ष निकलता है कि संभवतः प्रार्थी या कुमारी लीलम्मा के कथनों में सत्यता का आभास होता है कि उक्त रजिस्टर में 1984 में भी उसके हस्ताक्षर थे इसलिए, 1984 का हाजिरी रजिस्टर नहीं पेश करने पर

नियोजक के विवाक "गढ़वाल इन्फैन्स" निकाला जाता है कि अगर रघु रजिस्टर पेण किया जाता सो नियोजक के कथनों के विपरीत होता। दिनांक 2-5-83 से 28-2-85 तक का नियोजक की तरफ से जो रिसीट, डिस्ट्रीब रजिस्टर पेण हुआ है उसमें भी कुमारी लीलमा के हाथ से की की गई प्रविठियां हैं। उक्त रजिस्टर पेण होने के बाद कुमारी लीलमा ने अतिरिक्त शपथ पढ़ भी पेण किया है। उस रोड़ की आवेदिका से प्रकट हुआ कि नियोजक प्रतिनिधि ने कुमारी लीलमा से इस अतिरिक्त शपथ पढ़ पर कोई विरह नहीं की इसलिए 13-4-88 के शपथ पढ़ में दर्ज नथ्य भी साबित हो जाते हैं कि 2-8-83 से 28-2-85 तक के रिसीट व डिस्ट्रीब रजिस्टर में भी कुमारी लीलमा के हाथ की ही की गई प्रविठियां हैं। उक्त रजिस्टर वश्य के दौरान भी मेरे समय था और नियोजक प्रतिनिधि यह स्पष्ट नहीं कर पाये कि 2-8-83 से 28-2-85 तक को प्रवधि में ज्योति डिस्ट्रीब रजिस्टर में की गई प्रविठियां कुमारी लीलमा की वजाय निमी शब्द व्यक्ति की हैं। कुमारी लीलमा ने नियोजक हांग प्रस्तुत प्राविधिक माद्य प्रदर्श एम।। लगायत एम. 4 को स्वीकार किया है जिस बाबत कुमारी लीलमा का कथन है कि नियोजक के कहने से उसने उपरोक्त पत्रों पर इस्ताब्दर किये हैं, यास्तव में उसने बाल्ट्रैक बैमिंग पर कोई कार्य नहीं किया था बल्कि निर्धारित बैनन पर या दैनिक बैनन पर टाईपिंग के अलावा ग्रिपीट डिस्ट्रीब व काफीलिंग का कार्य किया है। पक्षकारों द्वारा प्रस्तुत उपरोक्त साक्ष्य के विवेदण से मेरी राय में कुमारी लीलमा ने 2-8-83 से 28-5-85 तक लगातार कार्य किया है और प्रातः 9.00 बजे से शाम 5.00 बजे तक नियोजक के कार्यालय में रहकर मेवा की है तथा टाईपिंग के अलावा रिसीट डिस्ट्रीब व काफीलिंग का कार्य भी किया है इसलिए 28-2-85 को समाप्त हुए एक कलेंडर वर्ष में उसने 240 दिनों से अधिक कार्य कर लिया था और धारा 25बी के अनुसार लगातार 1 वर्ष अधिक उससे अधिक मेवा पूरी कर की थी जाहे नियोजक ने उसकी नियुक्ति प्रथम 3 माह दैनिक बैनन पर की हो तथा अधिकारी के लिए पीस रेट पर तथा कुछ अवधि के लिए नियुक्त बैनन पर काम लिया हो इससे प्रार्थीया के अधिकारों पर कोई प्रतिकूल प्रभाव नहीं पड़ता क्योंकि जो कार्य प्रार्थी से लिया गया था वही कार्य उससे तनावचान भी लिया गया है। अप्रार्थी नियोजक ने 25-एक के प्रावधानों की पालना नहीं की इसलिए 1-3-85 से की गई मेवा मुक्ति छंटनी की परिभाषा में आने से अनुचित एवं अवैध हो जाती है।

8. यह उल्लेखनीय है कि 1-3-85 के उपरान्त भी उसी कार्य के लिए जो कार्य प्रार्थिया से लिया गया था, अप्रार्थी नियोजक के पद भरने के लिए विज्ञापन किया था और तत्पश्चात् नियुक्ति भी की थी इसलिए भी यह निष्काय निकलता है कि अप्रार्थी के पास प्रार्थिया द्वारा किया जाने वाला कार्य अस्थाई प्रक्रिया का नहीं था हमलिए भी प्रार्थिया की 1-3-85 से सेवा मिलत करना न्यायेचित् नहीं था।

9- मेरी राय में अप्रार्थी द्वारा न सो धारा 25-एच की अवहेलना हुई है और न ही 25 एन की अवहेलना हुई है क्योंकि प्रार्थिया की ही तरफ उसकी सेवा मुक्ति के उपरांत दैनिक बेतन पद किसी अन्य व्यक्ति को नियोजित नहीं किया बल्कि अप्रार्थी ने नियमानुसार विजापन देकर तथा अध्यार्थियों की परीक्षा लेकर तथाकथित नियुक्ति की है और अप्रार्थी मंस्थान में 300 व्यक्तियों का नियोजन में होना भी समिति नहीं है अतः धारा 25-एच और एन की अवहेलना होना समिति नहीं है।

10- अप्रार्थी का कथन यह था कि सेवा मुकिन के उपरान्त से ही प्रार्थीया 600 रुपये प्रति माह की दर से अम्बल नियोजित है जिस बाबत अप्रार्थी की तरफ से श्री एस. शिवागामीनाथान ने शपथ पत्र दिया है और विनांक 30-7-85 के पत्र की फोटो प्रति प्रस्तुत की है जो कुमारी शीलम्मा ने प्रधान मंत्री को लिखा था और जिसके पैरा नं. 5 में यह उल्लेख है कि अपना जीवन निर्वाह करने हेतु प्रार्थीया ने किसी कर्म में नौकरी कर ली थी जहाँ पर भी नियोजक के अधिकारी शिकायत करने पर्हेंगे। इस पत्र बाबत प्रतिपरिचय करने पर नियोजक सार्थी का

कहता है कि इस पल के संबंध में मुख्य व्यक्तिगत ज्ञान नहीं है कि कुमारी लीलम्मा क्या कहती थी। तत्पश्चात् नियोजक साधी कहता है कि कुमारी लीलम्मा गुना एस्मरे कलीनिक में काम करती है जहां पर उसे कार्य करते एक दिन उसने स्वयं ने देखा था। हालांकि कुमारी लीलम्मा से इस बाबत विस्तारपूर्वक प्रति परीक्षा नहीं की गई है फिर भी अधिनियम पर उपलब्ध साध्य से यह साक्षित नहीं है कि कुमारी लीलम्मा सेवा मुक्ति के उपरान्त से अन्यत्र कहीं भी लाभप्रद नियोजन में रही हो। किसी भी सेवा मुक्त श्रमिक से यह अपेक्षा नहीं की जा सकती कि वह औद्योगिक विवाद के निर्णय तक भविन्योजित रहे और स्वयं अवधार का पासन करने के लिए अन्यत्र बोर्ड भी काम नहीं करे। अतः उपरोक्त समस्त कागजों से यह साक्षित नहीं है कि कुमारी लीलम्मा किसी लाभप्रद नियोजन में सेवा मुक्ति के पक्षात् रही हो।

11. तथ्यों व विधिक तथ्यों के उपरान्त इस निर्देश का अधिनियम निम्न प्रकार किया जाता है :

“कुमारी लीलम्मा के, सी. ओ 1-3-85 से सेवा मुक्त करने की कार्यसंबंधी ऐंथ और स्थायोक्तित नहीं है और सेवा मुक्ति अप्रत्येक अपालन किया जाता है और उसे जूनियर स्टेनोग्राफर कम-एड-मिनिस्ट्रेटिव अमिस्टेंट के पद पर नियोजित घोषित किया जाता है। उसकी सेवा की निरन्तरता कायम रखी जाती है तथा उसे 1-3-85 से बकाया बेतन व अन्य सभी लाभ विलाये जाते हैं। 100/- रुपये एवं एक मुकवाम भी विलाया जाता है। अगर नियोजक अंश वीन माह यह राशि उसे अदा नहीं करेगा तो 12 प्रतिशत प्रति वर्ष की दर से अवृज भी देना पड़ेगा।”

12. उक्त प्रकार में इस निर्देश का अधिनियम दिया जाता है जो केन्द्र सरकार को प्रकाशनार्थ अन्तर्गत धारा 17 (1) अधिनियम भेजा जाये।

जगत सिंह, पीठासीन अधिकारी

[म. एस-42012/55/85-डी-III (बी)]

का. धा. 300 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, 1 राजस्थान स्टेट मिनरल डेवलपमेंट कारपोरेशन लि. (आर. एस. एम. डी. सी.) तिलक मार्ग, जयपुर, 2 राजस्थान स्टेट टंगस्टन डेवलपमेंट कारपोरेशन, जयपुर के प्रबंधतान्त्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 की प्राप्त हुआ था।

S.O. 300.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of 1. Rajasthan State Mineral Development Corporation Limited (R.S.M.D.C.) Tilak Marg, Jaipur. 2. Rajasthan State Tungsten Development Corporation, Jaipur and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केन्द्रीय औद्योगिक स्थायाधिकारण, जयपुर

केस नं. सी.प्राई.टी. 50/1987

रेफरेंस: भारत सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश असंक्षिप्त

एस. 26011/22/85-डी-III (बी) विनार्क 5 जून, 1987

अधिकारी विकास टंगस्टन मजौर, संघ, टंगस्टन परियोजना बैंक, डेगाना, जिला जागौर—प्रार्थी

विवाद

- राजस्थान स्टेट मिनरल डेवलपमेंट कारपोरेशन लि. (आर. एस. एम. डी. सी.) तिलक मार्ग, जयपुर।
- राजस्थान स्टेट टंगस्टन डेवलपमेंट कारपोरेशन, जयपुर—प्रार्थीगण

उपस्थित :

प्रार्थी दूनियन की ओर से:

श्री प्रार्थीगण की ओर से:

विनार्क घबराह:

श्री जे.के. भगवान

श्री केवलराम एवं श्री जे.एस. भाषुर

29-11-91

अवधार

भारत सनकार, श्रम मंत्रालय, नई दिल्ली में अपने उपरोक्त आदेश धारा निम्न विवाद इम स्थायाधिकारण को बास्ते अधिनियम औद्योगिक विवाद अधिनियम, 1947 के अन्तर्गत प्रेषित किया है:—

“क्या राजस्थान राज्य अनिज विकास निगम नि. जयपुर आर.एस.टी.डी.सी. के प्रबंधतान्त्र की श्रीमती केमरी पूसा तथा श्रीमती नारायणी बाला की 13-3-1984 ईंवर 16-3-84 में सेवा ममात करने की कार्यवाई न्यायोनित, जैथ तथा उचित है जबकि इन कर्मकारों ने 23-2-84 को प्रबंधतान्त्र को बताया था कि उन्होंने सेवा से त्याग पक्ष नहीं दिया था बल्कि भविय निधि अण के प्राप्तान के बहाने से कोरे कामज पर उनके हस्ताक्षर करवा लिए गए थे। यदि नहीं तो उक्त कर्मकार किम अनुतोष भी हक्कदार है तथा किस प्रबंधतान्त्र में अपार्टी आर.एस.एम.डी.सी. से या आर.एस.टी.डी.सी. (जूलाई 1984 में गठित आर.एस.एम.डी.सी.) की सहायक प्राप्ति

2. अनिज विकास निगम टंगस्टन मजौर संघ, टंगस्टन परियोजना डेगाना जिला जागौर जिसे तप्पस्थान् प्रार्थी संघ संबोधित किया है, ने जरिये कलेम प्रकट किया कि श्रीमती केमरी पूसा एवं श्रीमती नारायणी पति बाला, टंगस्टन परियोजना डेगाना में गत 12 वर्षों से कार्यरत श्रमिक थे जिनका मासिक बैतन 480 रुपय था। जूलाई 1984 में राजस्थान राज्य टंगस्टन विकास निगम का स्थानान्तरण टंगस्टन परियोजना में हो गया था जो कि राजस्थान राज्य अनिज विकास निगम की ही उन्नयन-कारी कम्पनी भी हस्तियां दोनों प्रार्थीगण को प्रभकार बनाया है।

3. प्रार्थी संघ का कहना है कि दोनों श्रमिकगण लियायां थी तथा प्राप्तिक्षित भी भीर हस्ताक्षर करना भी नहीं जानती थी, उन्होंने इस कमी का तुल्योग्र फरते हुए 23-2-84 को उनके अंगूठे खाली कागजों पर आर.एस.एम.डी.सी. के प्रबंधतान्त्रों ने यह कहकर लगवा लिए कि उन्हें निगम से कर्जा विलाया जाएगा परन्तु उपरोक्त दोनों अंगूठे से कर्जा विलाया का तुल्योग्र करते हुए लक्ष्मी श्रमिकों को कर्जा विलाने की बजाय उनका प्रयोग स्थान पक्ष लिया गया। अंगूठा लगे उपरोक्त खाली कागजों का तुल्योग्र स्थान पक्ष हेतु करते की बाबत यहाँ से सूचना मिली थीं दोनों श्रमिकों ने 24-2-84 को प्रबंधतान्त्रों को सूचित करविया कि उन्होंने स्थान पक्ष नहीं दिये हैं परन्तु फिर भी श्रमिक केसूची का स्थान 13-3-84 से भीर श्रीमती नारायणी का स्थान 16-3-84 से स्थीकार कर लिया गया। प्रार्थी संघ का कहना है कि उपरोक्त दोनों प्रशिक्षित महिला श्रमिकों ने स्थान पक्ष नहीं दिये थे भीर खाली कागजों पर धोखे से उनके अंगूठे जान देने का आश्रित देकर लगाया गया है इसलिए तप्पस्थान् लाग एवं श्रमिकों ने स्वेच्छा से नहीं दिये हैं एवं स्थान पक्ष मंजूर करते से पूर्व ही 23-2-84 को श्रमिकों ने विविध संघ में भी निवेदन कर दिया था कि उन्होंने स्थान पक्ष नहीं दिया है और वे सेवा में रहना चाहती हैं इसलिए स्थानपक्ष स्थीकार नहीं किये जायें किर भी नियोजक द्वारा स्थानपक्ष स्थीकार करते से उनके व उनके परिवार के प्रति अन्याय होता है। प्रार्थी संघ की प्राप्तिना है कि 13-3-84 एवं 16-3-84 से ही न दोनों श्रमिकों को सेवा में मानते हुए इनको बेतन व अन्य सभी लाभ विलाय जायें।

4. अप्रार्थी सं. 2 ने जरिये प्रत्युत्तर अनेक के कथनों को प्रस्तुकार किया है और कहा है कि दोनों श्रमिक टंगस्टन परियोजना डेगाना में 1974 से कार्यरत भी भीर उनका बेतन करोब 380 रुपय प्रति माह था। निमोनक

नियोजक के अनुसार दोनों श्रमिकों ने अपनी स्वेच्छा में स्थानपत्र प्रिया या जिन्हे 11-2-84 व 15-2-84 को स्थीकार करने हुए 13-3-84 एवं 16-3-84 से श्रमिकों को कार्यमुक्त किया था। श्रमिकों द्वारा 23-2-84 को स्थानपत्र वापिस लेने की आजी पेश की गई थी परन्तु इसमें पूर्व ही उनके स्थानपत्र 11-2-84 व 15-2-84 को स्थीकार ही भूके थे इसलिए ऐसे श्रमिक स्थानपत्र वापिस लेने की आजी पेश की गई थी। नियोजक का यह भी कहना है कि इन दोनों श्रमिकों से खाली कारबंग पर आँगठे नहीं लगवा गये और न ही उनसे निगम से कर्जा दिलाने की बाबत बहकर खाली कागजों पर आँगठे लगवाये गये हैं। इसलिए ऐसे श्रमिकण किसी राहत के अधिकारी नहीं हैं।

5. अप्रार्थी मं. 1 ने भी क्लेम के कथनों को अस्वीकार करने हुए कहा है कि राजस्थान सरकार के निर्णय के अन्तर्गत राज्य सरकार टंगस्टन विकास निगम के नाम से एक स्थानकम्पनी बनाई गई थी जिसके अधीन टंगस्टन परियोजना डेगाना के समस्त श्रमिक भी 1 जूलाई 1984 से अप्रार्थी मं. 1 द्वारा स्थानान्तरित किये गये थे। 26 जूलाई, 1984 को जो ममलीना हुआ था उसके चरण मं. 8 के अनुसार उक्त वित्तीक से पूर्व में किए गए कार्यों की बाबत जो वेय होगा वह अप्रार्थी मं. 1 द्वारा वहन किया जायेगा भलिए अप्रार्थी मं. 2 पर इस विवाद के निर्णय की नहीं पोषा जा सकती।

6. प्रार्थी मंच को तरफ से सर्वथो मदन, शिवकरण, रामकुमार मिह रामपिल राठोड़, उदय शकर टांक, श्रीमती जमनूही के अन्नाथा श्रीमती नारायणी आला एवं श्रीमती केंद्री ने भी शपथ पत्र पेश किये हैं जिनमें अप्रार्थीण के प्रतिनिधि ने प्रति परीक्षा भी की है। इसके विरोग अप्रार्थीण की तरफ से श्री एन.एम. राठोड़, श्री आर.के. दीक्षित, श्री गणेश नाल फिरोजा ने शपथ पत्र पेश किये हैं जिनसे मंच के प्रतिनिधि ने जिरह की है। प्रानेश्विक साक्ष्य में महिला साक्ष्य द्वारा प्रस्तुत तथाकथित त्याग पत्रों की फोटों प्रतियां अनेकसंघर 1 व 2 एवं उन्हें के द्वारा दिनांक 23-2-84 को स्थानपत्र वापिस लेने की आजी प्रतियां प्रस्तुत की गई हैं। दिनांक 13-3-84 व 16-3-84 से इन श्रमिकों का कार्यमुक्त करने के प्रारंभ की भी फोटो प्रतियां पेश हुई हैं तथा इसलिए भी श्रमिकों के कथन में सत्यता का आभास होता है कि उन्हें निगम से कर्जा दिलाना जायेगा।

7. मेरे समझ विवादव्याप्त बिन्दु यह है कि क्या दोनों महिला श्रमिकों ने स्वेच्छा से त्याग पत्र दिये थे अथवा उनके आँगठे खाली कागजों पर यह कहकर करता लिये गये कि उन्हें निगम से कर्जा दिलाना जायेगा। श्रीमती नारायणी ने अपने शपथ पत्र में कहा है कि उसमें एक खाली कागज पर यह कहते हुए अंडा निशानी करा ला कि सोन पास कराया जायेगा। साथा का कहना है कि उसे 23-2-84 को यह जात हुआ कि जिम खाली कागज पर अंडा निशाना कराई है तभी लोन पास करने के काम में नहीं लिया गया बर्थक स्पॉफा लिवेन के लिए काम में लिया गया गया है। साथी का कहना है इस पर उसी रोज़ उसने लिखावर दे दिया कि उसने स्टाफा नहीं दिया और वह विपक्षी संस्थान में काम करना चाहता है, इसके बायजूद भी 10-3-84 से उसको रोज़ा समाप्त कर दी। तो मैं इस कथन श्रीमती केंद्री ने भी अपने शपथ पत्र में किये हैं। इन दोनों महिला श्रमिकों से विस्तारपूर्वक प्रतिपरोक्षा नहीं की गई है। नियोजक से यह अपेक्षा थी कि यह इन श्रमिकों के बताए परीक्षा से अपनी साक्ष्य द्वारा यह सार्वत रक्त का ग्रायास करता है कि इन दोनों श्रमिकों ने जो स्थानपत्र विषये थे वे स्वेच्छा से ही दिये थे विगेपक। इस परिस्थिति में जब दोनों श्रमिक अणिक्षित हैं और निशानी अंडा लगानी है और गम 12 बर्पी से नियोजक संस्थान में कार्यकृत हैं तो उनके द्वारा लेवा से त्याग पत्र देने का कोई उचित कानून नहीं था।

8. अप्रार्थी मंच को तरफ से भी मदन, शिवकरण व रामकुमार मिह ने भी शपथ पत्र प्रस्तुत किये हैं और कहा है कि उदय शकर जो ने केंद्री व नारायणी से लोग पास करने के बहाने खाली कागज पर अंडा

निशाना करवाई। इन स्त्रियों ने कभी भी उदय शकर से स्तोक लिखने को नहीं कहा। उपरोक्त तीनों मालिनी भी अप्रार्थी संस्थान में कार्यरत श्रमिक हैं और इनसे विस्तारपूर्वक प्रति परीक्षा भी की गई है परन्तु ये मालिनी प्रति परीक्षा में पूछे गये प्रश्नों से नतिक मा विचलित नहीं हुए और न ही इन्होंने कोई त्रिग्रामामात्रे उनकर दिये। प्रति निष्पत्र कॉटि के संस्थानी मालिनी पाये जाते हैं जो प्रार्थी मंच की तरफ राम सिंह राठोड़ ने भी शपथ पत्र प्रस्तुत किया है जो मंच का सहायती भी है, उसने भी कहा है कि उसे केंद्री व नारायणी ने बताया कि उनके आँगठे खाली कागजों पर करा रखिये हैं जिनका परियोग स्तोक से लिखने में किया जा रहा है। उदय शकर टांक का शपथ पत्र भी मंच की तरफ से पेश हुआ है जो भी कहना है कि उसने केंद्री व नारायणी से यह कहते हुए खाली कागज पर अंडा लिखा है जो भी कहना है कि उसने केंद्री व नारायणी जायेगा। मालिनी के अनुसार माल भी प्रबन्धक ने उसमें ही उक्त खाली कागजों पर स्त्रीके भी लिखावर्ती हैं। माली के अनुसार केंद्री व नारायणी के अंडे नहीं हुए खाली कागजों पर त्याग पत्र की हाथ की है। माली कहता है कि उसने लवधू निष्पत्र कॉटि के आदेश से दोनों महिला श्रमिकों के अंडे निशानी जायेगी यों और त्याग पत्र लिख दिये हैं। श्री टांक का कहा है कि मैतेजर लवधूर्मिह राठोड़ के आदेश से कि ऐसे तेसे आदमों कम करते हैं। प्रति रक्षा में भी उदयशकर टांक ने कहा है कि श्री राठोड़ का कहना था कि 15-20 आदमों कम करते हैं इसलिए उसने इन दोनों श्रमिकों के अंडे लगे खाली कागजों पर स्तोक भर दिये। यह उल्लेखनीय है कि श्री उदयशकर विश्वी संस्थान में समय पालक के पद पर है और उसका नियोजक के विरुद्ध मिथ्या कथन करने का कोई कारण नहीं था। उपरांक निष्पत्र समस्त साक्ष्य के विपरीत अप्रार्थी की तरफ, से श्री एन.एम. राठोड़ ने यह स्वीकार किया है कि त्याग पत्र स्वीकार करने से पूर्व इन श्रमिकों को नोटिस नहीं दिये। त्याग पत्र के साथ-साथ एक-एक हजार रुपये प्रा.एक, का भी दिया गया था इसलिए भी श्रमिकों के कथन में सत्यता का आभास होता है कि समवान लोन का बहाना बनाकर उनसे खाली कागज पर अंडे लगाये हुए। श्री एन.एम. राठोड़ ने शपथपत्र में तथा प्रति परीक्षा में यह तो कह दिया कि त्याग पत्र स्वेच्छा से दिये गये थे परन्तु श्री राठोड़ यह नहीं कहता है कि उन्होंने श्रीमती केंद्री श्रमिक श्रीमती नारायणी से अप्रिक्षित रूप में उक्त विषय में पूछ नाल कर ली है। यह उल्लेखनीय है कि जब 24-2-84 को दोनों श्रमिकों ने लिखावर दे दिया था कि उन्होंने त्याग पत्र नहीं दिया और वे सेवा करता चाहते हैं किर भा प्रबन्धक वर्षा ने इन श्रमिकों को संतुष्ट करने का प्रयास नहीं किया और ना ही यह तहीकात की कि श्रमिकों ने स्वेच्छा से त्याग पत्र पर अंडे लगाये थे उनके आँगठे खाली कागजों पर श्रीखाल लेकर लगाये गये थे।

9. नियोजक पक्ष की ओर से श्री आर.के. दीक्षित ने भी शपथ पत्र दिया है कि जो प्रार्थी मं. 1 के अधीन सहायक प्रबन्धक के पद पर कार्यरत है और जून 1981 से नवम्बर 1983 तक टंगस्टन परियोजना, डेगाना में श्रमिक कार्यालय अधिकारी के पद पर कार्यरत है। यह साक्षी श्रमिकों के त्याग पत्र स्वेच्छा से देने बाबत कथन नहीं करता है बल्कि 1-7-84 से टंगस्टन परियोजना डेगाना का स्थानान्तरण राजस्थान राज्य टंगस्टन विकास निगम में करने का भी उल्लेख करता है। इस प्रकार नियोजक साक्षी श्री गणेश नालाल फिरोज़ा टंगस्टन परियोजना डेगाना में प्रोजेक्ट मैनेजर थे ये भी स्वेच्छा से देने बाबत कथन नहीं करते। इसलिए नियोजक का तरफ से अर्मेंट्रेक पर गिरी नाम माल की भी साक्ष्य नहीं है कि दोनों अणिक्षित महिला श्रमिकों ने त्यागपत्र त्याग पत्र स्वेच्छा में दिया है। नियोजक से यह अपेक्षा थी कि ये इस बात की तहीकात करते वे 12 वर्षों से कार्यरत श्रमिला श्रमिक एकाएक त्याग पत्र अंडों के देखते से भी प्रकट होता है कि इस पर अंडे के निशान पहले लगाये गये थे और बाद में इन्हें भरा गया था। क्योंकि इन त्याग पत्रों की भाषा में हो यह निष्कर्ष लिखता है कि ये किसी महिला के बाबत नहीं लिखे गये हैं बल्कि पुरुष वास्तव लिखे गये हैं जैसे, "खाल पर कार्य कर रहा है, आगे कार्य करने का हल्लूक नहीं है और स्वेच्छा से त्याग पत्र के रहा है।"

प्रगर महिला बाबत ये त्याग पत्र लिखे गये होते इनकी भाषा "आन पर कार्य धर रही हूं, आगे कार्य करने की इच्छुक नहीं हूं, स्वेच्छा से त्याग पत्र दे रही हूं" जैसी भाषा का प्रयोग होता। यह भी उल्लेखनीय है कि त्याग पत्र लिख निया गया था इसके बाबत इन महिलाओं के नाम एवं टोकन नं. तथा पद भरे गये हैं क्योंकि वाकी इबारत से महिलाओं के नाम, टोकन नं., पत्र को लिखावट व स्पाही भिस्त है। नाम भरने के लिए जितनी जगह आली छोड़ी गई थी उतनी अपर्याप्त थी इसलिए टोकन नं. नाम के नीचे लिखा गया है तथा त्याग पत्र की इबारत बस्त होने के और अंगूठे निशानी के बीच में इतनी जगह आली पड़ी है कि कम से कम चार आइनें और लिखी जा सकती है। त्याग पत्र लिखने वाले उदय शंकर टांक ने ही जब श्रमिकों के कथन की पुष्टि कर दी है कि उसी ने श्रमिकों से यह कहकर खाली कागजों पर अंगूठे मायावाये थे कि उन्हें अग्र दिलाया जायेगा और उन खाली अंगूठा लगे कागजों का प्रयोग श्री ए.ए.एम. राठोड़ के कहने से त्याग पत्र लिखने के लिए किया गया है। श्री उदय शंकर टांक निकालीन समय पर समय पालक थे और वर्तमान में भी इसी पद पर कार्यरत हैं। इनका नियोजक के विरुद्ध मिथ्या कथन कठने का कोई कारण नहीं था। अतः उपरोक्त समस्त कारणों व परिस्थितियों से अभिलेख पर नियोजक की तरफ से ऐसो विश्वसनीय साक्ष्य पेश नहीं हुई है कि इन अधिक्षित महिला श्रमिकों ने स्वेच्छा से त्याग पत्र दिया ही बल्कि इसके विपरीत प्रार्थी संघ की साक्ष्य से यह साबित है कि इन दोनों महिला अधिक्षित श्रमिकों से खाली कागज पर यह कहकर अंगूठा लगवा लिया कि उन्हें नियम से अग्र विलाया जायेगा और उन खाली कागजों का प्रयोग त्याग पत्र लिखकर किया गया। नियोजक के इस कथन में बल नहीं है कि त्याग पत्र 11-2-84 व 15-2-84 को स्वीकार कर लिये गये थे जिसकी सूचना श्रमिकों को मिल गई थी इसलिए श्रमिकों ने 23-2-84 के पत्रों द्वारा त्याग पत्र आपिस लेने की प्रार्थना की है। अभिलेख पर नाम भाल की भी ऐसी साक्ष्य नहीं है कि आदेश सं. 1350 दिनांक 11-2-84 एवं आदेश सं. 1439 दिनांक 15-3-84 को सूचना 23-2-84 से पूर्व श्रमिकों की प्रथा प्रार्थी संघ को दे दी गई ही बल्कि इसके विपरीत इस मंभावना से भाँ इंकार नहीं किया जा सकता कि जब 23-2-84 को दोनों श्रमिकों ने लिखित में प्रकट किया कि उन्होंने सेवा से त्याग पत्र नहीं दिया है तो नियोजक ने 11-2-84 एवं 15-2-84 की तारीखों में त्याग पत्र स्वीकृति के आदेश निकाले हैं। मेरी राय में प्रगर 11-2-84 व 15-2-84 के त्याग पत्र स्वीकार हो गये थे तो इन श्रमिकों को 13-3-81 एवं 16-3-84 के मामूल से सेवा मुश्त करने का कोई कारण नहीं था। अतः उपरोक्त समस्त कारणों से इन अधिक्षित के त्याग पत्र स्वेच्छा रो नहीं दिय गये थे और इनके त्याग पत्रों की तथाकथित स्वीकारों की भी अनुचित थी और य अधिकरण 13-3-83 व 16-3-84 से ही सेवा में नियोजित घोषित किय जाते हैं।

10. अप्रार्थी मं. 1 का कथन यह था कि 26 जुलाई, 1974 के समयों से 1 जुलाई 1974 से अप्रार्थी मं. 1 से [टेंगस्टन विकास परियोजना, डेणाना के समस्त कार्य अप्रार्थी मं. 2 स्थानान्तरित हो लुके हैं इसलिए प्रगर इन श्रमिकों का त्याग पत्र स्वेच्छा से दिया जाना नहीं माना जा है तो उन्हे पुनः नियोजित नहीं किया जा सकता। इसके विपरीत अप्रार्थी मं. 2 का यह कहना है कि 26 जुलाई, 1984 के समझौते को बरण सं. 6 के अनुसार उक्त दिनांक से पहले के दायित्व अप्रार्थी मं. 1 के ही हैं और इसके लिए उन्हें उल्लंगण्यों नहीं छहराया जा सकता। यह उल्लेखनीय है कि अप्रार्थी मं. 2 अप्रार्थी मं. 1 की ही सबसीडीरी कम्पनी है इसलिए चाहे 26 जुलाई, 1984 के समझौते में कुछ भी हुआ हो, अप्रार्थी मं. 1 द्वारा किये गये कार्यों का उत्तरदायित अप्रार्थी मं. 2 पर भी डाला जा सकता है क्योंकि दोनों अप्रार्थी गण उत्तरदायित के हों अन्तर्मत हैं।

11. अप्रार्थीकरण को तरफ से एक निवेदन यह किया गया था कि दोनों अधिकरण मार्च 1984 से कार्यरूप नहीं है इसलिए उन्हें पिछला दबावा उत्तर नहीं दिलाया जाए। अपने कथनों के समर्थन में 1978 लैव. आई. सी. 179 के न्याय दृष्टान्त का महारा लिया। उक्त विवाद के तथ्य विवेचनाधीन विवाद के स्थिरों और परिस्थितियों से विलकृ

मिश है उक्त केस में तो 1971 से 1977 तक उच्चतम न्यायालय में ही विस्तृत हुआ था जिस अवधि का उक्त विषेष परिस्थितियों में पूरा बेतन नहीं दिलाया गया था। न्यायालयीन विवाद में अप्रार्थीकरण यह समिक्षा कर पाये हैं कि प्रार्थी संघ की वजह से या इन श्रमिकों की वजह से वहाँ से समझौता वार्ता के दौरान या इस न्यायालय में विवाद विवित हुआ है। यह उल्लेखनीय है कि मार्च 1934 में इन श्रमिकों को कार्यमुक्त किया गया था और तृतीं पश्चात उन्होंने समझौता वार्ता प्रारम्भ कर दी थी जिस बाबत फैलोर रिपोर्ट दिनांक 31-10-85 का उल्लेख किया जा सकता है। इस न्यायालय में भी प्रार्थी संघ अथवा अधिकरण की वजह से विवाद विवित नहीं हुआ बल्कि उनके बारे विवित अधिकरण को ही हर्जे पर सारीख दा गई है। अतः इन परिस्थितियों में भी यह दोनों अधिकरण मेवासुकृत अवधि के पूरे बेतन का अधिकारी है।

12. नियों और विष्णि के उपरोक्त समस्त कारणों से इस निर्देश का अधिनियम निम्न प्रकार में किया जाता है :

"धीमती केसुडी एवं धीमती नारायणी की दिनांक 13-3-84 तथा 18-2-84 अग्र वैध बैत नहीं है और इन दोनों श्रमिकों को उक्त दिनांक में ही सेवा में नियोजित धीमत किया जाता है तथा इन्हें इसके पश्चात कर समस्त बेतन व धन्य सभी लाभ भी उक्त दिनांक से ही विलाये जाते हैं। इनकी सेवा की नियंत्रित कायम रखो जाती है दोनों अप्रार्थीकरण का संयुक्त उत्तरदायित्व भी धीमत विलाया जाता है। प्रगर अप्रार्थीकरण अंदर नोन माह उक्त बकाया गण अधिकरण को अशार अधिकरण को यदा नहीं करेंगे तो 12 प्रतिशत प्रति वर्ष दो बर से व्याज भी देना पड़ेगा।"

13. उक्त आशाय का अवार्ड पारित किया जाता है जो केन्द्र सरकार को प्रकाशनार्थ अन्तर्मत जागा 17(1) अधिनियम में जा जावे अतः जिह, पीठामोन अधिकारी

[सं. नं. 26011/22/85 डी. -III (बी)

नई दिल्ली, 3 जनवरी, 1992

का. आ. 301—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की बारा 17 के अनुसार में, केन्द्रीय सरकार जायरेकर आप परसोनल इन्डियान एयरलाइंस नई दिल्ली के प्रबन्धालय के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-1992 को प्राप्त हुआ था

New Delhi, the 3rd January, 1992

S.O. 301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Director of Personnel, Indian Airlines, New Delhi and their workmen, which was received by the Central Government on the 1-1-1992.

अनुमति

केन्द्रीय औद्योगिक न्यायाधिकरण जयपुर।

केस नं. सी. आई. टी० 74/90

केन्द्र सरकार अम संसालय की अधिसूचना संख्या एल 11012/16/90 आई. आर. विक्रमा वि. 10.90

दिल्ली रिह अप्रेसिस है नेपी, विद्युत नगर, अजमेर रोड, जयपुर।

बनाम

आपरेक्टर प्राप, परसोनल, हिंडियन प्रिंटरलाइन्स,
नई दिल्ली।

उपस्थिति

श्रमिक पक्ष की ओर से
नियोजक पक्ष की ओर से
दिनांक अवधार्द

श्री कानसिह मथ श्रमिक के
ओ. बी. एल. नन्दा
10-7-91

अवधार्द

श्री कानसिह राठोर मथ श्रमिक श्री दिलावर मिह खुब उत्पत्ति हैं तथा श्री बी. एल. नन्दा नियोजक डिप्टी ऐनेजर पर्मेनेज र्मिसिंह देहली उपर्युक्त है। परकारात्म के प्रतिनिधि ने दिनांक 31-5-91 को इस कोटि के समक्ष एक बाह्यी समझौता पेश किया। श्रमिक श्री दिलावर सिह को स्थाई नियुक्ति हैंजिनियरिंग हैंटर के पद पर प्रेड 1080 से 1360 की वेतन श्रब्ला में दिनांक 10-7-91 से नियुक्ति पद जारी कर देंगे श्रमिक को सेवा उक्त से दिनांक 9-7-91 तक कीही लेतन हेतु नहीं होगा। बाह्यी समझौता होने जाने से दानों पर्मों के बीच अध श्रीही विचार जेप नहीं रहा। बाह्यी समझौते के अवार पर अवधार्द पारित किया जाता है बाह्यी समझौता अवधार्द का अंग रहेता अवधार्द केन्द्रीय सरकार को प्रकाशनार्य भेजा जावे।

जगत सिह, न्यायाधीश

[म. एल.-11012/16/90- आई आर (विवित)]-

क. शा. --30-- औद्योगिक विवाद अधिनियम 1947 (1947 का 24) की घारा 17 के अनुसरण में केंद्रीय सरकार प्रबन्धक खेतड़ी कापर काम्पलैक्स खेतड़ी नगर, राजस्थान के प्रबन्धतत्र के संघर्ष नियोजकों और उनके कर्मकारों के बीच अनुबंध में नियोजित औद्योगिक विवाद केंद्रीय सरकार औद्योगिक अधिकरण जयपुर के प्रबन्धक को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-1992 को प्राप्त हुआ था।

S.O. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Manager, Khetri Copper Complex, Khatri Nagar, Rajasthan and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण जयपुर

केस नं. सी. टो. आई. 50/88

रेफरेण्ट: भारत सरकार श्रम मंत्रालय, नई दिल्ली का आदेश दिनांक 22-7-88 क्रमांक एल/4302/9-88 दो III श्री फतह सिह पद श्री बिल्लराम निवासी, मालावाला कुमा नामोनी रोड, सिषाना, जिला (मुमुक्षु राजस्थान) प्रार्थी

बनाम

प्रबन्धक, खेतड़ी कापर काम्पलैक्स खेतड़ी नगर राजस्थान
— प्रप्रार्थी

उपस्थिति :

प्रार्थी की ओर से
प्रप्रार्थी की ओर से
दिनांक अवधार्द

श्री अशोक अनंतरार
श्री मनोज शर्मा
16 नवम्बर 1991

अवधार्द

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न विवाद उपरोक्त अधिनियमार्य अन्तर्गत औद्योगिक विवाद अधिनियम 1947 को घारा 10(11) (छी) के अन्तर्गत इस न्यायाधिकरण को प्रेपिय किया गया है:

“क्या खेतड़ी कापर काम्पलैक्स, खेतड़ी नगर के अनुबंधतत्र को ड्रिलिंग सप्हायक वर्ष-1 श्री फतह सिह को 21-7-84 से सेवा से बरखास्त करने का कायेवाई न्यायोचित है। यदि नहीं तो यह कमंकार किस अनुसोध का हकमार है।”

2. प्रार्थी श्री फतह सिह जिससे तत्परतावान प्रार्थी श्रमिक अंबोधित किया गया है ने अरिये केम प्रकट किया कि उसको नियुक्ति विधकी के यहा 1-3-67 को ड्रिलिंग अमिसेटेट प्रेड-II के पद पर हुई थी। 1972 में उसे ड्रिलिंग अमिसेटेट प्रेड I बना दिया था और उसके हमेश पूरी मेहनत ईमानदारी से काम किया है। श्रमिक कहता है कि 25-1-84 को दुर्घटनाप्रस्त होने के कारण उसके पुन को अन्तराल में भर्ती कर उस समय वे ड्रिलिंग पर ये सूचता मिलते हो वे ध्याने किट हैंचार्ज सी डी. ई. श्री बी. सी. खोला से छुट्टी मानने गया उस समय श्री एम के. भरकार जनरल फोर्मेन भी श्री खोला के पास थे जिन्होंने बिना किमी कारण के अमड अववाहर कान्जाशुल किया और मनमाने तोर पर अप्रबन्धों का प्रयोग करते रहे जबकि प्रार्थी श्री खोला शिफ्ट हैंचार्ज से छुट्टी का प्रार्थना करते रहे और बाद में तुरंत अस्ताल चहूं गये। श्रमिक कहता है कि वह पुन के ध्यावल होने से घट्ट परेशान हो गया था और उसके इलाज में ही अप्स्ट रहा तथा श्री एम. के भरकार के दुर्घटनाहार को कोई शिकायत कर पाता उसके पुर्व ही श्री भरकार की झूठी शिकायत पर उनके संबंधी श्री बी. बी. सरकार उपमहाप्रबन्धक (आन) घारा 25-1-84 को प्रार्थी के विरुद्ध एक आरोप पत्र जारी कर दिया गया जो 8-2-84 को प्राप्त हुआ श्रमिक कहता है आरोप पत्र में लगाये गये आरोप पूर्णत गलत मनगङ्कन व वेश्यनियाद थे जो श्री सरकार द्वारा स्वयं को बचाने के लिए मुठ प्रझयन्त्र था। इस प्रकार की झटना न तो हुई और न ही प्रार्थी इस प्रकार की मार्पीट कर सकता था। श्रमिक कहता है पुन की दुर्घटना से उसकी मन स्थिति ठीक नहीं थी, उसकी किमत भी अवाक थी कि विधकी के अधिकारियों द्वारा शुटे आश्वासनों से वह जाल में फँस गया और आरोप पत्र के एक पुर्व लिखित उत्तर पर उसके हस्ताक्षर करवा लिये उसे जांच कार्यवाही में भी पूर्ण रूप से भुलाव में रखा गया कि सरकारी कार्यवाही महज खानापूर्ति की जा रही है। तथा उसके विरुद्ध कोई कार्यवाही नहीं की जाती। श्रमिक के अनुमार मम्पूर्ण जाव कार्यवाही महज खानापूर्ति ही की गई है। श्री श्री. सी. खोला, मुक्त गवाह बयान नहीं लिये गये। इतनी गंभीर घटना की न तो पुलिस में रिपोर्ट कराई गई और न श्री सरकार का डाक्टरी मुआयना कराया गया था प्रार्थी को अपने बचाव का पूरा मौका नहीं दिया गया। मांगने पर भी जांच कार्यवाही व बयानों की नकलें नहीं दी गई और बचाव प्रतिनिधि लाने का भी मौका नहीं दिया गया। इसलिए नियोजक घारा कराई गई धरेलू जाव पूर्णत अनुचित गर कानूनी बन, नियनीपूर्ण एवं टिकटीमाईजेशन की कार्यवाही है। श्रमिक यह भी कहता है कि हालांकि जांच में सी गई साक्ष्य में उस पर कार्यालय पिछ नहीं होता है फिर भी उक्त जांच में दिये गये दण्ड पूर्णत अनुचित एवं अव्याधिक हैं तथा वह अप: मानसिक, शारीरिक एवं प्राचिक परेशानियों से पूर्णत दृष्ट जुका है। श्रमिक का कहता है कि सेवा मुक्ति आदेश प्रबन्ध घोषित किया जावे और उसे पिछला समस्त बेतन व सेवा मुविधाओं का साम दिलवाया जाव।

3. प्रप्रार्थी नियोजक ने अरिये प्रत्येकतर केम के उपरोक्त कथनों को अस्वीकार किया है और कहा है कि धरेलू जाव में प्रार्थी द्वारा भाग लिया गया था। लगाये वे आरोपो का कानूनी मनगङ्कन नहीं है श्रमिक को न कोई आश्वासन दिया गया और न ही किसी जाल में कमाया गय, उसे किसी मुलाके में भी नहीं रखा गया। जांचकार्यवाही कागजी

सख्तानपूर्वि नहीं थी। श्री मण्डार का डाक्टरी मुग्धाप्रना भी हुआ था और रेल जात्र प्राकृतिक स्थाय के मिद्दानों के अनुमार की गई थी। श्रमिक को सुरक्षा व अयात का पूरा अध्ययन दिया गया था। उसने विमार्गीय साक्षियों से जिग्रह की थी और प्रति रक्षा में स्वयं का नथा एक साक्षी का परीक्षण कराया था। श्रमिक जो बचाव प्रतिनिधि की भी अनुमति दी गई थी जिसके एक गवाह में जिग्रह भी की थी, तस्वीजात श्रमिक ने जांच प्रतिनिधि की सड़ायता लेना अस्वीकार कर दिया और स्वयं ने ही स्वयं साक्षियों से प्रति परीक्षा की है। जांच रिपोर्ट में की नथा गवाहों के बयानों की प्रतियों भी श्रमिक को दी गई थी। नियोजक का कहना है कि जात्र के बौगतन ली गई माद्य में आरोप भनी भाति माविन थे जिस पर दिया गया वण्ड भी अनुचित एवं अत्याधिक नहीं है।

4. निवाक 6-2-90 की आदेशिका के प्रनुगार श्रमिक प्रतिनिधि ने जाच को प्रोपर एवं केयर होनी स्वीकार किया था और तल्कालीन योग्य अधिकारी ने नियोजक द्वारा कराई गई घरेलू जाच प्रोपर एवं केयर मानी थी। मेरे समझ भी श्रमिक प्रतिनिधि ने जाच को अनफेयर होने बाबत कोई तर्क प्रस्तुत नहीं किया लाया यह स्वीकार किया कि जाच प्राकृतिक न्याय के मिळान्तों के प्रनुरूप दुई हैं। जाच पदावनी के निरीक्षण से भी यह प्रकट होता है कि विभागीय साक्षियों के परीक्षण श्रमिक की उपस्थिति में हुए हैं जिनसे श्रमिक ने प्रति परीक्षा भी की है और बचाव में स्वयं के प्रशासन श्री किशनचंद्र साथी का भी परीक्षण कराया है। श्रमिक की प्राप्तिना पर श्री बनवारी लाल भट्ट को उसकी सुरक्षा के लिए प्रतिनिधि नियुक्त किया गया था जिसने एम. डब्ल्यू-1 श्री के. आर. मगोका से जिरह भी की थी तत्पश्चात श्रमिक ने बचाव प्रतिनिधि की सेवाएं नहीं ली और स्वयं ने प्रति परीक्षा की है। इस बाबत श्रमिक की 27-3-84 की स्वयं की लिखित दुई प्रभर्जी जाच पदावनी पर उपलब्ध है। अतः उपरोक्त समस्त कारणों से मेरी राय में भी नियोजक द्वारा कराई गई घरेलू जाच प्राकृतिक न्याय मिळान्तों के प्रनुरूप है।

५. जांच तक जांच में ली गई साक्ष्य से प्रारोप मिठ्ठ दोने का प्रश्न है, श्री प.स. के रखार ने अपने कपड़ों द्वारा आरोप का गाबित किया है कि २५-१-८४ को शाम के करीब ४.०० बजे जब वह ट्रिलिंग इंजीनियर श्री खोसला के कमरे में था, श्री फलहारिह ट्रिलिंग अभियंते प्रेंट-१ टिकट नं. १५००७ आये और अधिद एवं अपलील गालियां देना शुरू कर दिया, जब श्री खोसला ने अभिक को शांत होकर फुर्सी पर बैठने को कहा तो यह कुछ समय बैठे और तकाल उठकर श्री मर्कार पर पीछे से मुक्कों से मारते हुए हमला शुरू कर दिया। इस पर वहा उपस्थित लोगों ने अभिक को पकड़कर बाहर निकाल दिया किन्तु फिर भी अभिक अपने हाथ में लोहे का सरिया चिये हुए अंदर छपटकर आये और सरकार को मारना शुरू कर दिया। इस पर उसे किर बाहर ले जाया गया तथा कुछ देर बात जब श्री मर्कार पानी पीने बाहर निकले तो अभिक ने अभियंते भाषा में गालिया देते हुए श्री सरकार पर लात व मुक्कों तथा सेफटी बैलैंट से मारना शुरू कर दिया जिससे श्री सरकार के के शरीर पर छोटे घाँसे।

6. उपरोक्ता आरोप श्री एस. के. सरकार ने अपने कथनों द्वारा साधित किया है जिससे विस्तारपूर्वक प्रति परीक्षा भी की गई है। परंतु श्री सरकार ने प्रति परीक्षा में पुछे गये किसी भी प्रश्न को टालने का प्रयास नहीं किया और ना ही उसके कथनों में ऐसा कोई विरोधाभास है जिससे श्री सरकार की विश्वविनीयता पर प्रतिकूल प्रभाव पड़ता ही प्रति परीक्षा में ऐसे सुझावात्मक प्रश्न भी नहीं किये गये जिससे श्री सरकार का अभिक के विवरण मिथ्या कथन करने का कोई लिंग या हेतु प्रकट होता हो। श्री सरकार के कथनों की तुष्टि उनके द्वारा उसी रोज कराये गये डाल्टनी मुझायन से भी होती है तो भी इस बेद प्रकाश द्वारा साधित किया गया है। यह सही है कि श्री खासदा मुख्य गवाह का परेक्षण नहीं कराया गया परत् श्री बी. सी. ओसला के बयान नहीं होने से श्री सरकार के बयनों की विश्वविनीयता पर कोई प्रतिकूल प्रभाव नहीं पड़ता। श्रीसरकार के कथनों को पुष्टि श्री क. आर. मनोका, श्री जी. एस. मुलतानी, श्री जोगेन्द्र सिंह के अलावा डा. बेद प्रकाश के कथनों

से भी होती है और इन्हीं रिपोर्ट में भी होती है। इनमें मैं विसी भी साक्षी की विसी भी प्रकार की वेमनम्या या मन मुटाव श्रमिक के प्रति नहीं था। इनका श्रमिक के विश्वास मिल्या कथन करने का कोई हित या हेतु या औचित्य भी नहीं था आँग हरा प्रकार ये भी साक्षी निष्पक्ष कोटि के सत्यवादी साक्षी पाये जाते हैं।

7. यह उल्लेखनीय है कि 25-1-84 के आरोप पत्र का श्रमिक ने 13-3-84 को उत्तर प्रस्तुत किया था जिसमें भां उसने इनकाहा है कि वह मानविक, आरोग्यिक और आर्थिक रूप से बहुत परेशान था। उसका पुनर्लोट्टमा होकर चिकित्सा क्लिनिक में रही था, उसके आर्थिक स्थिति में बहुत खराब था, उसकी एक सैंपरी मर गई थी और उसकी पुनर्जी भी विवाह योग्य थी तथा नौकरी के दृश्यादा उसके पास परिवार के लालन पालन नहीं थे, हमलिए वह 25-1-84 को का गई कौर्यसाही के लिए सभा द्वायाद धारा प्रस्तुत था। श्रमिक ने जांच के दौरान प्रति रखा में जो वरान दिये हैं उसमें भा बाहा है कि उसका बच्चा बहुत बोमार था और वह छट्टां नेने खोलना माहबू के आफिस में गया था, सरकार साहब वहा बैठे थे, उन्होंने युद्ध बाहर निकाल दिया, मैंने बछड़ा भारा और बैठत हुए प्राकर गता निकाला, पुनर्लोट्टमा मारा जिसमें मैं पिर गता। श्रमिक ने उन कावतों में मत्तव्यता का आमास नहीं होता क्योंकि 17-4-84 को श्रमिक का सर्व प्रथम उपरोक्त कथन सामने आया है, अर्थात् दास्तव में इन कावतों में मत्तव्यता होनी तो ऐसा आरोप के प्रत्युत्तर में कथन क्यों नहीं किया गया और यही भारकार से इस शिविर का प्रति पराजया बर्तानी का गई। अपने बयान में भी श्रमिक यह लोगों स्वीकार करता है कि 25-1-84 को गांग के कर्गी 4 बजे श्रा खोल्ला के आर्कम में श्रा सरकार रोजर थे जिनसे उसको लूट-तूर्मै मैं हुई था। श्रमिक यह मां स्वीकार करता है कि वह बहुत दुखा और परेशान था। वह अपना लड़का को शादी अपनी शेष बच्चों हुई जिन्दगी के लिए भा परेशान था और उसको ऐसे मर गई थे। अपने बयान में भी श्रमिक कहता है कि उन्होंने दिग्गज ढांका नहीं था और अभी उसका ललनों मानने ही तो ऐसे हीक कर दो। उस को नौकरी का हा एक हारा है। उपरोक्त समस्त मालिय में भेंग राय में श्रमिक पर लगाया गया आरोप बिल्कु जारी है।

४ मैंने पक्षकारों के प्रतिनिधियों को उक्त आदेश पर दिये गये वृण्ड को भावा पर भी विस्तारपूर्वक सुना। श्री परिहार, योग्य प्रतिनिधि अभिक का कथन यह था कि अभिक मानांसक रूप से विचलित था और यथा-कथित दुराकरण साक्षित होने पर भी उसे सेवा मुक्ति का कठोरतम दण्ड नहीं दिया जाना चाहिये। श्री परिहार के अनुसार अभिक ने आरोप के प्रश्नपूर्तर में भी अमा मान ला था और तपशब्दन जाद के द्वीरण भी उनके प्रश्नपूर्ति के प्रति सुनेका मान ला था तथा सर्वांत में अदात भी क्षमा मानी गई है। अभिक के पास नौकरी के अनावा और कोई साधन भी नहीं है इसलिए सेवा मुक्ति का कठोरतम दण्ड नहीं दिया जावे। श्री परिहार के अनुसार उक्त दुराकरण के अनावा अव्य कोई दुराकरण अभिक द्वारा करना अभिमेश्य पर साधित नहीं किया गया है। मेरा राय में भी मामले की परिस्थितियों को देखते हुए दिग्जेवकर हन परिस्थितियों में कि 25-1-84 को शास के लिए में अभिक छपूटा पर अधियायों और उसे छपूट के द्वीरण हो सूक्ता थिया था कि उक्ता पुत्र दुर्घटनाप्रसन्न होकर अस्पताल में भर्ती है इसलिए वह पुत्र का मंसालन के लिए हाँ छुट्टों भांगने के लिए श्री खोमोला के शाकिस में धदा था जहां पर यह घटना हुई है और प्रारम्भिक स्तर में ही अभिक प्रश्नपूर्ति के लिए पक्षावाताप करना है और मगाका मानाना रहा है। सेवा मुक्ति का दण्ड देने में अभिक के परिलाल के प्रति अध्याय होंगा यथोकि उसको पुत्र विश्वाह योग्य है और नौकरी के अनावा और कोई साधन उसके पास नहीं है। अन्तः उपरोक्त परिचयियों को मध्य नजर रखते हुए तथा 1987 लेख, भार्षि, सं. 685, 1938। एल. एक्स. एन. 524 एक्स 1983। एल. एल. एन. 810 आर्थि त्याद द्वारान्तों के अनुसार मेरा राय दुराकरण के अनुपात में ही देने का विधान है और इस दुराकरण के लिए दिया गया सेवा मुक्ति का दण्ड अनुसृत एवं प्रारम्भिक

इस लिए अपनी विधि जाना है और अधिक को मेवा में पुनः बहात करने द्वारा उक्त का चर विधि तेज युद्धिया समय प्रमाणों से राखने का इष्ट दिया जाता है तथा गेडा गिरिं के दिनांक में मेवा में पुनः लेने का अधिक तक का तेज आ अधिक को नहीं दिया जाता है, परन्तु उस अवधि में शुमार का अवधि और तोशन 1 वैलिड दिया जायेगा।

9. उक्त आशद का बाँड़ पारित किया जाता है जो केन्द्र सरकार की प्रकाशनार्थी अस्तरात व्यापार 17 (1) औद्योगिक विवाद अधिकार 1947 के मेजा जाता है।

जगन मिह, पाठासांन अधिकारी
[मे. एल.-43012/9/88/डी. III (बा)]

का. आ. 303.—आद्योगिक विवाद अधिनियम, 1947 (1947 का 14) व्यापार 17 के अनुसरण में, केन्द्रीय सरकार खेतड़ी बापर कामनेष्य मूल्यन के प्रश्नान्तर के संबंध नियंत्रित और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयनगर के प्रबंध को प्रतिक्रिया करता है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 303.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kheti Copper Complex, Jhoonjhunoo and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

कर्तव्य औद्योगिक व्याधिकरण, जयनगर

केन्द्र सरकार अमंत्रालय का अधिकूचा नम्बर

पा. 43011/7/88 डी-3 (बा) दि. 7-3-89
खेतड़ी बापर मज़बूर सघ, खेतड़ी नगर

मनोज

कार्डी कापर कामालैना, मृग्यु।

उपस्थिति

अधिक संघ की ओर से

कोई हाजिर नहीं

नियंत्रित की ओर से :

मनोज कुमार शर्मा

विनांक भवाहुः

20-4-91

प्रवाह

श्री मनोज कुमार शर्मा शिक्षी की ओर से उपस्थित हैं। यूनियन का ओर से कोई हाजिर नहीं है। आज युनियन को स्टेटीट आफ फ्लेम पेण बरना है लेकिन कोई हाजिर नहीं है और यह ही ब्लेम पेण किया है यूनियन को दिनांक 3-5-89 रोजिनर ब्लेम पेण करने के लिए अवधि दिया जा रहा है अब समय दिया जाना उचित नहीं है अतः इस प्रकरण में नो डिस्ट्रॉक्शन आवाहन पास किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थी मेजा जायेगा।

जगन मिह, व्याधिकरण
[मे. एल.-43011/7/88-डी. III (बा)]

का. आ. 304.—आद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की व्यापार 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन आयल अनीपिंग लि. कलकत्ता के प्रबन्धनात्मक के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के प्रबंध को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-1-92 को प्राप्त हुआ था।

S.O. 304.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Blending Limited, Calcutta and their workmen, which was received by the Central Government on the 2-1-1992.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 149 of 1988

PARTIES:

Employers in relation to the management of Indian Oil Blending Limited, Calcutta.

AND

The workman.

PRESENT:

Mr. Justice Manash Nath Roy, Presiding Officer.

APPEARANCES:

On behalf of Management: Mr. D. Mukhopadhyay, Advocate.

On behalf of Workman: Mr. A. K. Das, Advocate appears subsequently.

STATE: West Bengal

INDUSTRY: Oil

AWARD

In terms of the Order of Reference No. L-30012/5/88-D.III(B), dated 20th April, 1988 made under section 10(1)(d) read with section 2A of the Industrial Disputes Act, 1947, the appropriate Government referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Indian Oil Blending Limited, Calcutta in not engaging back their ex-badli/casual workman Shri Deb Sarkar Halder, Village and P. O. Berul-via-Birlapur, P. S. Budge Budge, District South 24 Parganas whose service was allegedly terminated by the management of Indian Oil Blending Limited since 16-4-85, is justified and proper. If not, what relief the workman is entitled to?"

2. After the reference, the parties completed their pleadings and thereafter, today the learned Advocate on behalf of the management has filed a terms of Tripartite Settlement, arrived between the parties.

3. The said settlement related to S/Shri Ashok Chakrabarty and Md. Wais, who as will appear from the terms of settlement, has raised their dispute under section 2A of the Act, but ultimately agreed not to pursue the same.

4. The terms of settlement also mentions the case of Shri Deb Sarkar Halder who also sought to raise a dispute under section 2A of the Act.

5. The settlement further indicates that the cases of the first named two employees have disposed of since they have not pursued their cases. The settlement also indicates that the case of Shri Deb Sarkar Halder who was an ex-casual workman has been decided by the management for appointment in permanent employment on the terms as mentioned therein.

6. When the xerox copy of the said tripartite settlement was filed, the learned Advocate for the said Shri Deb Sarkar Halder was not present but thereafter he appeared and submitted that the management should have filed the tripartite settlement alongwith an application which was to be countersigned by him. I feel that since the settlement has been arrived at a tripartite level no such application would be necessary.

7. But the learned Advocate for Shri Halder insisted on such an application and has ultimately filed an application today stating that even if no dispute award is made that must also refer to the case of Shri Halder, since he raised the dispute under section 2A of the Act and was intending to pursue the same, the Union who has signed the settlement had no authority to sign or act on his behalf. Let the application filed by the learned Advocate for said Shri Halder be kept with the record.

8. In view of the fact of entering into the tripartite settlement as mentioned above and after considering the submissions of the learned Advocate for said Shri Halder, I think no further Award is required to be made and as such, I make a No Dispute Award because of and in terms of the said tripartite settlement.

Dated, Calcutta,

The 11th December, 1991.

MANASH NATH ROY, Presiding Officer
[No. L-30012/5/88-D.III(B)]
B. M. DAVID, Desk Officer

नई दिल्ली, 2 जनवरी, 1992

का. आ. 305.—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक भारत बीकानेर एण्ड जयपुर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट ओद्योगिक विवाद में ओद्योगिक प्रधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

New Delhi the 2nd January, 1992

S.O. 305.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केन्द्रीय ओद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी. आई. टी. 71/84

केन्द्र सरकार श्रम मंत्रालय की अधिसूचना संख्या एल. 12012/35/84—डी. II (ए) दि. 25-7-84

मत्यनारायण गुप्ता भारतीय राजस्थान बैंक एप्पलाइज यूनियन, जयपुर।

बनाम

जनरल मैनेजर, स्टेट बैंक भारत बीकानेर एण्ड जयपुर।

उपस्थिति :

यूनियन की ओर से :

श्री प्रशोक परिहार

नियोजक की ओर से :

श्री एस. के. जैन

दिनांक अवार्ड :

20-7-91

अवार्ड

श्री प्रशोक कमार परिहार यूनियन की ओर से तथा श्री एस. के. जैन नियोजक की ओर से उपस्थित हैं। श्री परिहार इस प्रकरण में आगे कार्रवाही नहीं करता चाहते हैं इतः इस प्रकरण में नो डिस्पूट अवार्ड पारित किया जाता है जो केन्द्र सरकार को अंतर्भूत धारा 17(1) प्रधिनियम देजा जाये।

जगत सिंह, केन्द्रीय ओद्योगिक न्यायाधिकरण

[सं. एल.-12012/35/84-डी. II (ए)]

का. आ. 306.—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भेवाइ शास्त्र-लिक ग्रामीण बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों

ये भीच, अनुबंध में निर्विष्ट ओद्योगिक विवाद में ओद्योगिक प्रधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 306.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mewar Anchalik Gramin Bank and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केन्द्रीय ओद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी. आई. टी. 8/91

केन्द्र सरकार श्रम मंत्रालय की अधिसूचना संख्या : एल. 12011/37/90 आई. आर. (डी-3) दि. 29-1-91

ग्रामीण बैंक एप्पलाइज यूनियन, जयपुर।

बनाम

मेवाड शास्त्र-लिक ग्रामीण बैंक, उत्तरपुर

उपस्थिति :

यूनियन की ओर से :

कोई हाजिर नहीं

नियोजक की ओर से :

श्री मानमिह गुप्ता

दिनांक अवार्ड :

29-6-91

अवार्ड

श्री मानमिह गुप्ता नियोजक की ओर से उपस्थित है। यूनियन की ओर से कोई हाजिर नहीं है। आगे यूनियन को क्लेम पेश करता है नियोजक कोई हाजिर नहीं है और ना ही क्लेम पेश किया। इतः इस प्रकरण में नो डिस्पूट अवार्ड पारित किया जाता है जो केन्द्र सरकार को प्रकाशनार्थ देजा जाये।

जगत सिंह, न्यायाधीश

[सं. एल.-12011/37/90-आई. आर. (डी-3)]

का. आ. 307.—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बूद्धी चित्तोड़-गढ़ शेश्वरी ग्रामीण ग्रामीण बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट ओद्योगिक विवाद में ओद्योगिक प्रधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bundi Chittorparh Kshetriya Gramin Bank and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केन्द्रीय ओद्योगिक न्यायाधिकरण, जयपुर।

केस नं. सी. आई. टी. 36/1988

रेफरेंस : भारत सरकार, श्रम मंत्रालय, नई दिल्ली का भादेश कमांड एल. 12012/94/8-7-डी-4 (ए) दिनांक 23-5-1988

श्री गगत चिह्नारी पारोक, पुढ़ श्री वारिङा प्रसाद पारोक, निवासी स्वार्थ माधोपुर।

प्रार्थी

बनाम

अध्यक्ष, बूद्धी चित्तोड़ शेश्वरी, ग्रामीण बैंक, बूद्धी।

—प्रार्थी

उपस्थित :

प्रार्थी को ओर से :
अप्रार्थी की ओर से :
दिनांक अवार्ड :

श्री आर. मी. जैन
श्री आर. के. काला
22-11-91

अवार्ड

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा उपरोक्त आदेश के तहत निम्न विवाद इम स्थायाधिकरण को वास्तु प्रधिनियम और विवाद प्रधिनियम, 1947 को धारा 10 (1) (ए) के अन्तर्गत प्रेषित किया है :

"क्या बूंदी चित्तोडगढ़ अधीरीय ग्रामीण बैंक, बूंदी के बेयरमैन की श्री गगत विहारी पारीक, थोड़े परिवेशिक की सेवाओं को 16-7-87 से समाप्त करने की कार्यवाही स्थायोचित है। यदि नहीं तो कर्मकार किस अनुतोष का छक्कार है।"

प्रार्थी श्री गगत विहारी पारीक, जिसे तत्पश्चात् श्रमिक संबोधित किया गया है ने जरिये क्लेम प्रकट किया कि अप्रार्थी द्वारा प्रतियोगी परिवेश में सफल होने के उपरांत उसकी नियुक्ति फौल्ड सुपरवाईजर के पद पर दिनांक 22-5-95 के आवेदन डब्ल्यू-1 द्वारा की गई थी। उक्त पद के अनुपालना में श्रमिक ने 6-6-85 से सेवा प्रारंभ की थी और 2 वर्षों की परिवेशिक काल के लिए उसको नियुक्ति भी गई थी। श्रमिक कहता है अप्रार्थी बैंक के बेयरमैन डॉ. पी. पो. शर्मा उसके प्रति तुरंतिवा रखते हैं इसलिए 5-6-87 को 2 वर्ष का परिवेशिक काल मनोधर्जन कृपा करने पर भी फौल्ड सुपरवाईजर के पद पर उसे स्थाई नहीं किया गया बल्कि तत्पश्चात् भी उससे कार्य लिया गया, जिसमें यह निष्कर्ष निकलता है कि प्रार्थी स्वतः हो फौल्ड सुपरवाईजर के पद पर स्थाई हैं गया था। श्रमिक कहता है 18-6-87 को विपक्षी बैंक के बेयरमैन द्वारा एक आदेश जारी किया जिसके उद्दारा उसका परिवेशिक काल 6 माह के अवधि के लिए 18-6-87 से बढ़ा दिया गया अर्थात् श्रमिक भी परिवेशिक काल वित्तीक 17-12-87 तक बढ़ा दिया गया। परंतु फिर भी श्रमिक की सेवाएँ 16-7-87 से अप्रार्थी बैंक के बेयरमैन द्वारा अनाधिकृत रूप से समाप्त कर भी गई जिसके साथ एक माह के बैतत 1140 रुपये की पेस्लिप भी भेजा गई। श्रमिक ने 16-7-87 के आदेश के विरुद्ध 13-8-87 के अपील प्रस्तुत की जो भी विना उचित कारण एवं सुनवाई के आर्थिक कर भी गई। श्रमिक का कहना है उसने 25 माह की लगातार सेवा की थी तथा 16-7-87 को समाप्त हुए एक कलैण्डर वर्ष में 240 विवास से अधिक सेवा पूरी कर ली थीं किर भी धारा 25-एक प्रधिनियम के प्रावधानों की पालना किए जिनकी सेवा मुक्ति की गई है जो उन्होंने की परिवेश में आती है और स्वतः भी अनुचित एवं अवैध हो गई है। श्रमिक यह भी कहता है कि जब उसका परिवेशिक काल 17-12-87 तक बढ़ा दिया गया था तो 16-7-87 से सेवा मुक्त करना भी उचित नहीं था। श्रमिक कहता है उससे कफिल्ट व्यक्ति सर्वश्री मोहन लाल मीणा, गिरीश शर्मा, राजेश कुमार जैन, अरुण कुमार शर्मा, हरी नारायण गुप्ता, गोपाल लाल गुप्ता व राम निवास मीणा सेवा मुक्ति के रोज कार्यरत थे इसलिए नियोजक ने धारा 25-जी प्रधिनियम के प्रावधानों की भी अधेनेलना की है। श्रमिक को प्रार्थना है कि सेवा मुक्ति आदेश अप्राप्त किया जावे और उसे फौल्ड सुपरवाईजर के पद पर मानते हुए पिछले बैतत सहित अन्य सभी साक्ष विलाये जावे।

3. अप्रार्थी नियोजक ने जरिये प्रत्युत्तर क्लेम के कथनों को ग्रस्तकार किया है और कहा है कि अप्रार्थी बैंक के बेयरमैन डॉ. पी. पी. शर्मा की श्रमिक के प्रति कोई तुरंतिवा नहीं थी। विपक्षी श्रमिक की सेवा से संतुष्ट नहीं थे। परिवेशिक काल में श्रमिक 12 विवास तक अनुपस्थित रहा था अतः उक्त अवधि का रिटेट देने के उपरांत 18-6-87 से उसे 6 माह के बड़े हुए परिवेशिक काल पर रखा गया था। नियोजक के अनुसार परिवेशिक अवधि समाप्त होने पर कोई भी श्रमिक स्वतः ही

पद पर स्थाई नहीं हो जाता है तब तक कि उक्त दिवस के सेवा नियमों में या स्थाई अवेशों में कोई प्रावधान न हो। नियुक्ति पद के अनुसार हीं श्रमिक की सेवाएँ परिवेशिक काल में भी विना कारण बकाये समाप्त करने की गति थी और श्रमिक ने परिवेशिक काल में संरोधप्रद सेवा नहीं की थी इसलिए हीं उसका परिवेशिक काल 6 माह के लिए बढ़ाया गया था जिसमें भी श्रमिक ने अपनी कार्य पद्धति में मुधार नहीं किया फलस्वरूप 16-7-87 से उसे सेवा मुक्त कर दिया गया तथा नियुक्ति पद के अनुसार एक माह के बैतत की राशि 1140 रुपये की पेस्लिप भी श्रमिक को दी गई। श्रमिक द्वारा दायर को गई अपील भी पूर्ण विचार विमर्श करने के उपरांत गुणावत्ता पर खारिज की गई थी। नियोजक के अनुसार अप्रार्थी संस्थान धारा 2 (जे) के अन्तर्गत उद्योग को परिवाया में नहीं आता है और श्रमिक की धारा 2 (एस) के अनुसार कर्मकार की परिवाया में नहीं आता है और नियोजक की धारा 25-एक व 25 जी लागू होता है।

4. अपने कथनों में श्रमिक श्री गगत विहारी पारिक ने स्वयं का शपथ पद प्रस्तुत कर दियापित कराया जिससे नियोजक प्रतिनिधि ने जिरह की। प्रालेखिक साक्ष्य में इन्व्यू-1 लगायत इन्व्यू-10 फोटो प्रतियां पेश की गई। इसके विपरीत नियोजक को तरफ से श्री भार. ए. सिधार्निया ने शपथ पद प्रस्तुत किया जिससे श्रमिक प्रतिनिधि ने जिरह की है। प्रालेखिक साक्ष्य में एम-1 लगायत एम-17 फोटो प्रतियां पेश की गई। तत्पश्चात् भीने पत्रावली का निरीक्षण किया और पक्षकारों के प्रतिनिधियों को ध्यानपूर्वक सुना।

5. नियोजक के प्रत्युत्तर की प्रथम आपत्ति यह है कि उनका संस्थान धारा 2 (जे) के अन्तर्गत उद्योग की परिवाया में नहीं आता और नहीं श्रमिक धारा 2 (एस) के तहत कर्मकार की परिवाया में आता है। उनमें के प्रत्युत्तर में नियोजक ने यह विस्तृत वर्णन नहीं किया कि किस प्रकार उनका संस्थान उद्योग की परिवाया में नहीं आता है और किस प्रकार श्रमिक कर्मकार की परिवाया में नहीं आता। अर्थात् क्लेम के प्रत्युत्तर में यह दर्ज नहीं है कि श्रमिक को प्रबन्धकीय एवं प्रशासकीय कोई अधिकार दिये गये हों या उसका पद या उसकी सेवाएँ अधिकारीण की श्रेणी में आती हो। नियंत्रित रूप से श्रमिक को फौल्ड सुपरवाईजर के पद पर नियुक्त किया गया था। उक्त पद पर ही सेवा मुक्ति तक श्रमिक कार्यरत रहा। नियोजक साक्षी श्री सिधार्निया ने शपथ पद की चरण सं. 9 में दर्ज किया है कि फौल्ड सुपरवाईजर का पद आपीस असिस्टेंट की श्रेणी में आता है इसलिए अप्रार्थी धारा 2 (एस) की परिवाया के अन्तर्गत कर्मकार की परिवाया में नहीं आता। यह उल्लेखनीय है कि उसी व्यक्ति को पद पर नाम के भागार पर न ले प्रबन्धकीय या प्रशासकीय श्रेणी में लाया जा सकता है और न ही कर्मकार की श्रेणी में माना जा सकता है। इसके लिए यह साक्षित करना आवश्यक था और जिसे तत्पश्चात् भीखिक प्रथम अपने अध्यावेदनों में ही स्पष्ट करना आवश्यक था और जिसे तत्पश्चात् भीखिक प्रथम अपने अध्यावेदनों में ही स्पष्ट करना आवश्यक था और जिसे तत्पश्चात् भीखिक प्रथम अपने अध्यावेदनों में ही स्पष्ट करना आवश्यक था। नियोजक पर हो यह साक्षित करना आवश्यक था कि श्रमिक द्वारा धारित फौल्ड सुपरवाईजर का पद प्रबन्धकीय अवधार प्रशासकीय श्रेणी के थे प्रथम नहीं थे। अभियाय यह है कि यह एक व्याघ्रात्मक विद्यु है जो पक्षकारों द्वारा अपने अध्यावेदनों में ही स्पष्ट करना आवश्यक था और जिसे तत्पश्चात् भीखिक प्रथम अपने अध्यावेदनों में ही स्पष्ट करना आवश्यक था। नियोजक पर हो यह साक्षित करना आवश्यक था कि श्रमिक द्वारा धारित फौल्ड सुपरवाईजर का पद प्रबन्धकीय अवधार प्रशासकीय श्रेणी के थे प्रथम नहीं थे। अभियाय यह है कि यह एक व्याघ्रात्मक विद्यु है जो पक्षकारों द्वारा धारित फौल्ड सुपरवाईजर का पद प्रबन्धकीय अवधार प्रशासकीय श्रेणी का था। इस विषय में ए.आई.आर. 1967 (मुग्रीम कोट), 678, ए.आई.आर. 1971 (मुग्रीम कोट), 922 के अलावा 1987 लैब.आई.सी. 1133, 1986 II, ए.एल.एल. ऐन 134 आदि न्याय वृद्धानों का भी उल्लेख किया जा सकता है।

6. नियोजक साक्षी श्री सिधार्नियां ने तत्पश्चात् कहा है कि 21-6-86 में बुद्धपुरा ब्रांच पर प्रशिक्षण हेतु श्री पारीक को वादपत्र किया था जहां पर प्रशिक्षण काल के दौरान मैनेजर के पद पर वह कार्यरत रहा था। तथा एम-16 पद पर उसने प्रबन्धक की हैसियत से हस्ताक्षर किये

है। एम-10 व एम-15 पत्र भी उसने मैनेजर की फैसिलेट से लिखे थे। यह उल्लेखनीय है कि एम-10 पत्र भी विपक्षी बैंक के चेयरमैन द्वारा ही श्रमिक को लिखा गया था जिसमें उसे फोल्ड सुपरवाईजर सबोर्डिनेट किया गया है। इसी प्रकार एम-15 पत्र भी विपक्षी बैंक के अध्यक्ष द्वारा श्रमिक को लिखे गये थे जिसमें भी श्रमिक को क्षेत्र पर्यावरण किया गया है। ये तीनों पत्र प्रशिक्षण के दौरान श्रमिक की कार्य क्षमता आवत ही लिखे गये थे। इन पत्रों से यह निष्कर्ष नहीं निकलता कि श्रमिक को प्रबंधकीय या प्रशासकीय कार्य सौंपे गये हैं। नियोजक सभी ने अपने शपथ पत्र में एम-6 का भी उल्लेख गमन किया है। एम-11 पत्र 19-12-86 का है जो श्रमिक द्वारा अप्रार्थी बैंक के अध्यक्ष को लिखा गया था जिस पर श्रमिक के हस्ताक्षरों के नीचे प्रबंधक शास्त्र बुधपुरा की मोहर लगी हुई है। इस पत्र से भी यह सामिक नहीं होता कि श्रमिक को प्रबंधकीय प्रधान प्रशासकीय वायिक सौंपे गये हैं। प्रदर्शन-एम-3 से इन्होंने ही स्पष्ट होता है कि 21-1-86 को विपक्षी बैंक के अध्यक्ष ने अजीता शास्त्र के प्रबंधक को लिखा था कि गगन बिहारी पारीक फोल्ड सुपरवाईजर को बुधपुरा शास्त्र पर आगे की ट्रेनिंग के लिए भेजा जा रहा है जहाँ पर वह मैनेजर का कार्य प्रशिक्षण के दौरान करेगा। तर्क के लिए यह मान भी लिया आय कि 21 जनवरी 1986 से 17-7-86 तक इस श्रमिक ने बुधपुरा शास्त्र में शास्त्र प्रबंधक का कार्य प्रशिक्षण दीन किया था तो भी इस से यह निष्कर्ष नहीं निकलता कि श्रमिक को मोहर गगन फोल्ड सुपरवाईजर का पत्र उसके द्वारा प्रशिक्षण दीन कुछ प्रबंधितक प्रबंधक का कार्य करने से यह प्रबंधकीय कीय या प्रशासकीय श्रेणी में आ जायेगा। उपरोक्त न्याय दृष्टान्त के अनुसार नियोजक को यह निष्कर्ष करना था कि प्रार्थी को सौंपे गये कार्य की प्रकृति सुधार्य प्रबंधकीय व प्रशासकीय थी जिसके अभाव में अग्रदण्डकादा या ईड़का बुक्का, कपी कभार श्रमिक ने प्रबंधकीय या प्रशासकीय कार्य कर भी लिया था तो भी उसे प्रबंधक की श्रेणी में नहीं लाया जा सकता। यह उल्लेखनीय है कि प्रति-परीक्षा में श्रमिक ने यह कहा था कि 27-1-86 से 21-5-86 तक उसे बुधपुरा ब्रांच में रखा गया था परंतु बनौर एक्टिंग मैनेजर नहीं रखा गया था बल्कि बनौर ट्रेनी ही रखा गया था। उसने बुधपुरा ब्रांच पर चार्ज श्री गहलोन में लिया था और 27-1-86 से 21-5-86 तक बुधपुरा ब्रांच पर कोई मैनेजर नहीं था। ऐसी राय में उक्त परिस्थिति में यह निष्कर्ष नहीं निकलता जा सकता कि श्रमिक को सौंपा गया दायित्व प्रशासकीय अध्यक्ष प्रबंधकीय श्रेणी में थे। नियोजक प्रतिनिधि ने श्रमिक से प्रति परीक्षा में ऐसे सुनावासमक्ष प्रश्न नहीं किये जिससे श्रमिक द्वारा किये गये कार्यों में यह निष्कर्ष निकला हो कि वे प्रबंधकीय प्रधान प्रशासकीय श्रेणी के थे। अतः उपरोक्त समस्त कारणों से नियोजक की यह प्रार्थिक आपराधिक आर्थिक की जाती है कि प्रार्थी गगन बिहारी धारा 2 (एस) की श्रेणी में नहीं आती। जहाँ तक धारा 2(जे) के अन्तर्गत अप्रार्थी संस्थान का उद्योग की परिभाषा में नहीं आने का प्रश्न है, इस बाबत नियोजक की तरफ से न तो क्लेम के प्रस्तुत बोलन किया गया है और न ही कोई साक्षय पेश की गई है। यहाँ तक कि प्रार्थी गगन बिहारी पारीक से भी इस विषय पर प्रति परीक्षा नहीं की गई। निविंदा रूप में अप्रार्थी संस्थान में “मिटैमिटिक प्रॉटिकटी” के अनुसार कार्य होता है। और नियोजक प्रधान नियोजितों की महायता से ही कार्य होता है जिसके द्वारा अप्रार्थी संस्थान अपने ग्राहकों की सेवा करते हैं और इस प्रकार बैंगलोर सीविल कारपोरेशन बनाम रंगया 1978 (2) मु.कोटी केसेज 213 के न्याय दृष्टान्त के अनुसार अप्रार्थी संस्थान भी उद्योग की परिभाषा में आता है। इस विषय में ए.आर्थ.आर. 1968 (राजस्थान) 127 के न्याय दृष्टान्त का भी उल्लेख किया जा सकता है। अतएव नियोजक की दोनों प्रारंभिक आपराधिक आधारहीन होने से अस्वीकार की जाती है।

7. जहाँ तक गुणावत्ता का प्रश्न है, श्रमिक ने कहा है कि उसने 6-6-85 से 16-7-87 तक लगातार सेवा दी है। नियोजक भी अपने क्लेम के प्रस्तुत में तथा अपनी साक्षय द्वारा उस तथ्यों का स्वीकार करते हैं। इस प्रकार 16-7-87 का मनान हुए एक कलैंडर तर्थ से ही इस श्रमिक ने 240 दिवस से अधिक सेवा अवधि पूर्ण कर दी थी परंतु फिर भी उसे सेवा मूक करते समय धारा 25-एफ के अन्तर्गत श्रमिक को छंटनी का सुझाव दी गया। माननाय उच्चायम व्यापाराद ने कलांका रोड ट्रॉपोर्ट फॉन्डेशन, देहांग बनाम गोरा अद्युत खादिर 1954 एफ एस आर (48) 1989 के न्याय दृष्टान्त में परिषिका के दौरान सेवा मूकित छंटनी में लिखा गया था अतः श्रमिक पर उसे धारा 25-एफ के अन्तर्गत नाम नहीं देने के कारण सेवा मूकित छंटनी में लिखे हुए अनुचित एवं अवैध चौपिंत की भा दिवेन्जनवीन विवाद के तथ्य और परिस्थितियों भी उच्चायम न्यायालय के उपरोक्त न्याय दृष्टान्त के तर्थों व परिस्थितियों के समान है इसलिए उक्त न्याय दृष्टान्त इस विवाद पर शन-प्रतिनिधित्व सांग होता है और उक्त न्याय दृष्टान्त इसलिए 16-7-87 को सेवा मूकित अवैध स्वतः ह। अनुचित एवं अवैध हो जाता है जिसे आवाज़ किया जाता है।

8. श्रमिक ने अपने क्लेम की चरण संखा 14 (जे) में यह बता किया है कि उससे कलांक सात कोल्ड सुपरवाईजर सर्वानी भोहन लाल मीणा, गिरोज शर्मा, राजेंद्र कुमार जैन, अरुण कुमार शर्मा, हरी नारायण गुप्ता, गोपाल लाल गुप्ता व राम विलास मीणा सेवा में बने हुए हैं और बिना कोई उचित कारण बताए उसे सेवा मूक किया गया है इसलिए धारा 25-जी अधिनियम की भी अवहेलना की गई है। क्लेम के प्रश्नान्तर में नियोजक ने अरण सं. 13 (एफ) में दर्ज किया है कि श्रमिक को ही तरह अन्य सात व्यावित भी परिवीक्षा काल में नियुक्त थे और चूकि श्रमिक का काम परिवीक्षा काल में सनोवजनक नहीं पाया गया इसलिए श्रमिक का उनसे वरिष्ठ होता किसी महाल का नहीं है और इससे श्रमिक को कोई अधिकार नहीं मिलता। अपने शपथ पत्र की चरण संखा 13 में भी श्रमिक ने क्लेम के कथनों का उल्लेख किया है कि सेवा मूकित के समय वरिष्टता सूची नहीं बनाई गई और उससे कलांक सर्वानी मीणा, गिरोज शर्मा आदि फोल्ड सुपरवाईजर के पद पर कार्यरत हैं फिर भी न तो श्रमिक में इस विषय में प्रतिपादिता की गई और न ही नियोजक साथी श्री मिशानिया ने अपने शपथ पत्र में कुछ इस विषय में कहा है। इन परिस्थितियों में श्रमिक का यह कथन साधित हो जाता है कि सेवा मूकित के समय नियोजक द्वारा दरेक्ता सूची नहीं बनाई गई और न ही उससे कलांक सर्वानी को सेवा मूक किया गया और इस प्रकार धारा 25-जी अधिनियम की अवहेलना होता भी साधित है।

9. यह उल्लेखनीय है कि श्रमिक को सेवा मूकित 16-7-87 से की गई थी और श्रमिक ने अपने क्लेम में तो यह दर्ज किया है कि अप्रार्थी बैंक के चेयरमैन श्री पं. पी. शर्मा उससे दुर्बिनता रखते थे परन्तु उस दुर्बिनता अधिकेव पर मावित नहीं की गई है। तो तो क्लेम में और न ही अपने शपथ पत्र में श्रमिक ने श्री. पी. पी. शर्मा को दुर्बिनता का विस्तृत बोलन किया है और न ही नियोजक साक्षी श्री मिशानिया से इस बाबत प्रति परोक्षा की है। स्वयं श्रमिक भी ही इस विषय में प्रति परीक्षा करते पर इसना ही कहता है कि अपने द्वारा केवल उसके बीच मिलते नहीं हैं। मेरी राय में श्रमिक के उपरोक्त अपार्टमेंट क्लेम नहीं किया जा सकता तथा इनसे यह निष्कर्ष नहीं निकलता कि श्रमिक ने अपने क्लेम में अधिकार दिलाया है।

10. अतः नव्यों और विधि के उपरोक्त सम्बन्ध विशेषण में इस निःश्वास का अधिनियम निम्न प्रकार किया जाता है:-

“श्रमिक श्री गगन बिहारी पारीक, धोका पर्यावरण की 16-7-87 से सेवा मात्र करना उचित प्रथा नहीं है। उसे उस पर पर नियोजित घोषित किया जाता है। उसकी सेवा को निरन्तरता कार्यम रखनी जाती है तथा उस पर कार्यकाल में श्रमिक श्री गगन बिहारी पारीक का वयन दुष्प्राप्त हो।

जाते हैं। 100 रुपए वर्षीय मुकदमा भी दिलाया जाता है। अगर नियोजक अंदर तीन माह उक्त राशि प्रदा नहीं करेगा तो 12 प्रतिशत प्रति वर्ष की दर से ब्याज भी देना हड्डेगा।

10. उक्त आमय का अवाद्ध पारित किया जाता है जो केंद्र सरकार को प्रकाशनाथ अंतर्गत धारा 17(1) अधिनियम देखा जाए।

जगत सिंह, पीठासीन अधिकारी
[सं. एल--12012/94/87-ई IV (ए)]

का. ग्रा. 308.—अंशोंगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार स्टेट बैंक और बीकानेर एण्ड जयपुर प्रबंधनतंत्र के सबद्वं नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट अंशोंगिक विवाद में अंशोंगिक अधिकारण, जयपुर के पंचायट को प्रकाशित करती है, जो केंद्रीय सरकार की 1-1-92 को प्राप्त हुआ था।

S.O. 308.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केंद्रीय अंशोंगिक न्यायाधिकारण, जयपुर

केस नं. सी. आई. टी. 35/86

केंद्र सरकार अथ मंत्रालय की अधिसूचना मंजुषा:

एल. 12012/24/83 डी. II (ए) दि. 11-8-86

रामकिशन छावड़ा पुत्र और किशोरीलाल छावड़ा,

116—सं. ब्लाफ, थोकरणपुर, शांतिगंगनगर (राष्ट्र.)

बनाम

जनरल ऐनेजर, स्टेट बैंक और बीकानेर एण्ड जयपुर,

मुद्रायालय, लिलक भाग, जयपुर।

उपस्थिति :

अधिक पक्ष की ओर से :

कोई दृष्टिगत नहीं

नियोजक पक्ष की ओर से :

था एस. के. जैन

दिनांक अवाद्ध :

19-7-91

अवाद्ध

श्री एस. के. जैन विधारी को ओर से उम्हिता है। प्रार्थी की ओर से कोई लाभित नहीं है। प्रार्थी व प्रार्थी के प्रतिविविध पिछलो पेशी को भा द्या दीर्घ नहीं है ऐसा उत्तम होता है कि इस प्रबंधन में प्रार्थी जोई एवं नहीं से रहा है इन इस प्रबंधन में जो किसी अवाद्ध पास किया जाता है, जो केंद्रीय सरकार का नामनियत नहीं जाते।

जगत सिंह, न्यायाधीश

[सं. एल. -12012/24/83-ई-II (ए)]

का. ग्रा. 309.—अंशोंगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार वैक और राजस्वान नियोजित प्रबंधनतंत्र के अंवद नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट अंशोंगिक विवाद में अंशोंगिक अधिकारण, जयपुर के पंचायट को प्रकाशित करता है, जो केंद्रीय सरकार की 1-1-92 को प्राप्त हुआ था।

S.O. 309.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur

91 GI/92-12

as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Rajasthan Limited and their workmen, which was received by the Central Government on the 1-1-1992.

अनुबंध

केंद्रीय औद्योगिक न्यायाधिकारण, जयपुर ।

केस नं. सी. आई. आई. टी. 94/77

केंद्र सरकार अथ मंत्रालय की अधिसूचना मंजुषा :

एल. 12012/54/37-ई-41 (ए) दि. 30-11-87

मेंटरेंटरो, नेशनल कारफोडरेशन औफ बैंक एम्प्लॉयेज, एम. 72, रामबुल रोड, अमरेश्वर।

बनाम

महाप्रबन्धक, बैंक आफ राजस्थान लि., सी-72,

रोडनंग मार्ग, सी-स्टीम, जयपुर।

उपस्थिति :

पूनियन की ओर से :

श्री मी. एस. चतुर्वेदी

नियोजक की ओर से :

श्री फेल्लराम

दिनांक अवाद्ध :

27-9-91

अवाद्ध

केंद्र सरकार ने निम्नलिखित विवाद इस न्यायाधिकारण की अधिनियमपराहेतु अपनी अधिसूचना मंजुषा: एल. 12012/54/37-ई-IV (ए) के अंतर्गत अंशोंगिक विवाद अधिनियम 1947 की धारा 1011/अंगी प्रेषित किया है—

“क्या बैंक औफ राजस्थान लि. के प्रबंधनतंत्र की अपनी सुपेरपुर शाखा मे नियमिक श्री एम. एम. अग्रवाल को सेवाये 30-11-82 से समाप्त करने की कार्यवाही ईम्ब और न्यायोचित है? यदि नहीं तो संबोधित कर्मकार विस अनुतोष का हकदार है?”

2. नेशनल कारफोडरेशन औफ बैंक एम्प्लॉयेज, नजफगढ़ के सविव को तरफ से अधिक एम. एम. अग्रवाल की सेवा मुक्ति का विवाद खड़ा किया गया है, जिसने हाँ इस न्यायालय में कोई प्रस्तुत किया है और जिसे लक्षणात् प्रार्थी तंत्र सम्बोधित किया गया है।

3. श्रीनीवास काल्पना है कि अनिक एन. एन. अग्रवाल की प्रथम नियुक्ति दिनांक 13-9-82 को 15 दिवस के लिए की गई थी और 13-9-92 से 27-9-82 तक वीर्य गई थी और अन्तिम श्री एम. एम. अग्रवाल की छंटनी के उपरांत नवैश्रो जयती गुप्ता, श्री. पी. वंशन, और श्री व्यास को भी अधिक के द्वारा अपाली पत पर नियुक्त किया गया है। अधिक बी छंटनी की तब भी अपर्याप्त नियोजन में अधिक से कलिन्द अधिक को ऐसा मुक्त नहीं किया गया। सेथा गुप्त के समय नियोजक के पास स्थाई प्रकृति का कार्य उत्तराधी था जिस पर अधिक को नियुक्त किया गया था और अस्त्री कार्य तालिमपाठ नियुक्त अधिकों ने लिया गया है। छंटनी के समय नियोजक ब्राह्म और लक्ष्मण श्री एवं श्री औद्योगिक विवाद (केंद्रीय) नियमालायी 1957 के नियम-77 एवं 78 की अवहेलना की है। प्रार्थी संघ का कहना है कि दिनांक 30-11-82 से ही अधिक को सेवा में स्थाई रूप से विद्या जापे तथा उसे वेतन, बोनस, एवं अवृत्ति एवं वरिष्ठना प्राप्ति के लाभ दिनाये जायें।

3. अपर्याप्त नियोजक ने नियमे प्रतिउत्तर लेने के कपनों को प्रस्तुतीकार किया है और कहा है कि श्री एम. एम. अग्रवाल से सुमेरपुर शाखा में दिनांक 13-9-82 से 13-11-82 तक बलर्क के पत पर कार्य

सिया गया था। उसकी नियुक्ति निश्चित अवधि के लिए 13-9-82 से 27-9-82 तक के लिए को गई थी जिसे तत्पचात् 29-11-82 तक बढ़ाई गई और अन्तोगत 30-11-82 के बाद नहीं बढ़ाई गई इसलिए अधिक को नियुक्ति अवधि के लिए नियुक्ति किया गया था और समाप्त होने पर अधिक की मेंबरी स्वतं ही समाप्त हो गई। नियोजक के प्रभुतार थी भी, पी. बंसल तथा अन्य व्यक्तियों की नियुक्ति अन्य बानी पदों पर की गई थी जो भी नियुक्ति अवधि के लिए की गई थी इसलिए वरिष्ठता एवं कठिनता का कोई प्रश्न नहीं था। श्री अप्रबाल ने समाप्त एक वर्ष तक सेवा नहीं की है इसलिए ये किसी लाभ का अधिकारी नहीं है और नियोजक ने शासी अधिकार के किसी प्राप्तान की अवहेलना नहीं की है त की अधिकारिक विश्वाद नियम 1947 के प्रावधानों की अवहेलना वो है क्योंकि अधिक ने गिरफ्त 79 दिवस द्वारा कार्य किया है। धारा-25 (जी) और (एच) की भी अवहेलना नहीं की गई। सेवा मुक्ति के उपरांत से अधिक अन्यत्र लाभप्रद नियोजन में रहा होगा तथा उसने छठनी के माहे पांच वर्ष उपरांत वह विवाद उठाया है जो बहुत ही विविचित होने से व्यापित करते थे।

4. अपने कथनों वाले समर्थन में अधिक अप्रबाल ने स्वयं का शपथ पत्र प्रस्तुत कर अन्यायपूर्ण शास्त्रीया जिससे नियोजक प्रतिनिधि ने जिरह की है। इसके विपरीत नियोजक की तरफ से श्री रणजीतमल नाहर शास्त्रीयां प्रयोग का शपथ पत्र पेश किया है जिससे अधिक प्रतिनिधि ने जिरह की है। प्रलेखिक साथ में नियोजक की तरफ से एम-1 अनायन एम-6 कोटी प्रति पेश किया है। तत्पचात् मैंने पत्रालिंगों का निरीक्षण किया और पदाकारों के प्रतिनिधियों को विस्तार पूछकर सुना।

5. अधिक ने कथम के अनुभार ली अपने शपथ पत्र में भी कहा है कि उसकी नियुक्ति सुधेर शुरू शास्त्री में 13-9-82 से 30-11-82 तक की गई थी। नियोजक शास्त्री रणजीतमल नाहर ने भी उक्त तथ्यों की पुष्टि की है। तथा प्रलेखिक साथ से भी वह साबित है कि अधिक को एक नियुक्ति अवधि के लिए नियुक्ति किया गया था जो प्रारंभ में 13-9-82 से 27-9-82 तक था जिसे तत्पचात् 29-11-82 तक बढ़ाया गया और फिर 30-11-82 तक बढ़ाया गया तत्पचात् सेवा अवधि नहीं बढ़ाई गई। यह सही है कि अप्रबाल एवं उपरांत अधिकारी व प्रलेखिक साथ से वह सही है कि अधिक का सेवा काल नियुक्ति अवधि के लिए ही था अत्याधिक विवाद 30-11-82 तक ही था परन्तु नियोजक को इससे कोई लाभ नहीं मिलता क्योंकि वास्तव में नियोजक के पास इस अधिक द्वारा किये जाने वाला कार्य विनांक 30-11-82 के बाद भी उपलब्ध था क्योंकि नियोजक को उपरांत से श्री भी. पी. बंसल आदि अन्य व्यक्तियों से भी वही कार्य लिया गया था जो अधिक से लिया गया है। नियोजक साथी भी रणजीत मल नाहर से उक्त विवाद में प्रतिपरीक्षा की गई थी और जिसने स्पष्ट उत्तर न देकर कहा है कि जिस समय मननमोहर की सेवा समाप्त की उस समय कोई अस्थाई व्यक्ति काम कर रहा था या नहीं, मैं रिकार्ड देखकर बता सकता हूँ। उक्त रिकार्ड द्वारा आकिस में रहता है। साथी के उक्त उत्तर से ही यह निष्कर्ष निकलता है कि किसी तथ्य को छिपाने की कोशिका कर रहा है अत्यधिक उससे उपेक्षा थी कि वह इस विवाद में शास्त्री का रिकार्ड देखकर धारा अधिकारी साथ लेकर आता। तत्पचात् भी नियोजक की रात के इस विवाद में कोई रिकार्ड नेशन नहीं बिंधा गया है अब शार्थी संघ ने कलेम में ही यह स्पष्ट कर दिया था कि विनांक 30-11-82 के उपरांत भी नियोजक के पास कार्य उपलब्ध था फिर भी श्री अप्रबाल की छठनी कर दी गई और उसकी जगह अनेकों व्यक्तियों को नियोजित रखा गया। जिनमें से श्री जयंती-लाल गुप्ता, श्री. पी. बंसल एवं श्री अधिकारी व्यास प्रभु व्यक्ति हैं। फिर भी नियोजक ने और कलेम के प्रतिउत्तर में सो यह कहा है कि श्री भी. पी. बंसल एवं अन्य व्यक्तियों की नियुक्ति विषय रिकार्ड पर्याप्त पर की गई थी परन्तु न तो इस विवाद में कोई रिकार्ड पेश किया गया और वही अधिक एम. एम. अप्रबाल से प्रतिपरीक्षा की गई। नियोजक साथी रणजीत मल नाहर ने भी इस विवाद में अपने शपथ पत्र में कुछ वर्जन नहीं किया और जब प्रलेखिक एवं उपरांत नियोजक ने बहुत लंबे विवाद में एक वर्जन नहीं किया गया था तो इसकी सेवा की नियुक्ति विवाद कायम रखी जाती है तथा उसे विनांक 13-4-87 से उक्त पद का वेतन व अन्य सभी

वास्तव में दिनांक 30-11-82 को एवं तत्पचात् भी नियोजक के पास वही कार्य उपलब्ध था जो अधिक से लिया जा रहा था। और वही अधिक की नियुक्ति नियुक्ति अवधि अधीत् 30-11-82 तक लिए की गई हो चुंकि नियोजक के पास कार्य उपलब्ध था इसलिए नियोजक से उपेक्षा भी कि वह भी एम. एम. अप्रबाल की सेवाओं उतनी अवधि तक आगे और बढ़ते जितनी अवधि तक वह कार्य उपलब्ध था परन्तु ऐसा न करके नियोजक ने श्री एम. एम. अप्रबाल वाला कार्य ही अन्य नव नियोजित व्यक्तियों से फरवादा जो अनकेयर लेबर प्रेसिटस की परिमापा में आता है और नियोजक को धारा-2 (ओप्रो वीडी) का लाभ नहीं मिल सकता।

6. श्रीर्थी संघ ने कलेम में ही वह दर्ज किया है कि दिनांक 30-11-82 को सधाकरणित सेवा मुक्ति/छठनी के समय भी एम. एम. अप्रबाल की तरह ही अन्य काम करने वाले अस्थाई अधिकों की वस्तिता सूची नैयार नहीं की गई है जिस तथ्य की नियोजक ने भी अपने प्रतिउत्तर में स्वीकार किया है। तथा नियोजक भाशी रणजीतमल नाहर ने भी प्रतिरक्षा में स्वीकार किया है कि अस्थाई कर्मचारियों को हटाते समय इसने उनकी वरिष्ठता की सूची नहीं बनाई। एम प्रकार मेरी जरूर में नियोजक ने श्रीधोगिक "विश्वाद (केंद्रीय) नियमावली" 1957 के नियम-77 व 78 की भी अद्वैतना की है।

7. श्रीर्थी संघ ने कलेम में यह भी वर्ज किया है कि दिनांक 30-9-82 को अधिक एम. एम. अप्रबाल की सेवा मुक्ति/छठनी की गई थी उस रोज उससे कठिन सर्वश्री भी. पी. बंसल, जयंतीलाल गुप्ता व श्री व्यास आदि व्यक्ति नियोजन में थे। प्रतिउत्तर द्वारा नियोजक ने यह स्वीकार किया कि नियोजन में उक्त व्यक्ति अन्य रिकार्ड पदों पर नियोजित थे। अपने शपथ पत्र में अधिक कहता है कि सर्वश्री भी. पी. बंसल और मुकुट भाल अप्रबाल की विनांक 8-11-82 को की गई थी तथा 30-11-82 को वे अधिक से कठिन था जिनकी छठनी नहीं की गई उक्त तथ्यों पर उस साली में नियोजक द्वारा प्रतिपरीक्षा नहीं की गई तथा इस विवाद में प्रतिपरीक्षा करने पर नियोजक साथी रणजीतमल नाहर कहता है कि जिस समय भवन मोहर अप्रबाल की सेवा समाप्त की उस समय कीन अस्थाई व्यक्ति काम कर रहा था या नहीं, मैं रिकार्ड देखकर बता सकता हूँ। अभिशाय यह है कि नियोजक साथी ने उत्तर को टालने का प्रयत्न किया है अन्यथा या सो वह रिकार्ड देखकर आता अपवा तत्पचात् भी ऐसा रिकार्ड भी नियोजक की तरफ से पेश होता इसलिए अधिक के कथनों पर विवाद किया जाता है और यह साबित है कि विनांक 30-11-82 की जिस रोज अधिक की छठनी की गई उस रोज उससे कठिन अधिक ऐसे ही अस्थाई पद पर नियोजन में ए इसलिए नियोजक ने धारा 25(जी) और 25(एच) की भी अवहेलना की है और विनांक 30-11-82 के उपरांत वे अधिक की सेवा में नहीं बढ़ाना उचित एवं वैध नहीं था। नियोजक ने कलेम के प्रतिउत्तर में दर्ज किया है कि विनांक 30-11-82 के उपरांत विनांक 13-4-87 को अधिक ने श्रीधोगिक विश्वाद लाडा किया है और सोंपांच वर्ष का विवाद किया है। उक्त तथ्य का प्रतिवाद प्रायों संभ अपवा अधिक ने नहीं किया है इसलिए नियोजक ने धारा 25(जी) और 25(एच) की भी अवहेलना की है उपरांत विनांक 30-11-82 के उपरांत वे अधिक की सेवा मुक्ति के उपरांत एवं उक्त तथ्यों पर नियोजक ने बहुत लंबे विवाद में एक वर्जन नहीं किया गया था तो इसकी सेवा की नियुक्ति विवाद कायम रखी जाती है तथा उसे विनांक 13-4-87 से उक्त पद का वेतन व अन्य सभी

अधिक एम. एम. अप्रबाल अस्थाई कलेम सुमेर पुर शास्त्री की दिनांक 30-11-82 सेवा मुक्ति उचित एवं वैध नहीं है और उसे उक्त पद पर नियोजित घोषित किया जाता है, इसकी सेवा की नियुक्ति विवाद कायम रखी जाती है तथा उसे विनांक 13-4-87 से उक्त पद का वेतन व अन्य सभी

लायू दिलाये जाते हैं। उक्त आशय का अवाहन पारित किया जाता है, जिसे प्रकाशन हेतु केन्द्रीय सरकार को भेजा जाये।

जगत सिंह, न्यायाधीश
[सं. एल-12012/54/87-टी-IV(ए)]
एस. सो. शर्मा, इंस्क अधिकारी

नई दिल्ली, 3 जनवरी, 1992

का. आ. 310.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की घारा 17 अनुसरण में, केन्द्रीय सरकार एस. डो. ओ. टेलीफोन के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-12-91 को प्राप्त दुआ था।

New Delhi, the 3rd January, 1992

S.O. 310.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SDO Telephones, Tenali and their workmen, which was received by the Central Government on 31-12-91.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT:

Sri G. Krishna Rao, B.A.B.L., Industrial Tribunal.

Dated the Nineteenth day of December, Nineteen hundred and ninety one.

Industrial Dispute No. 28 of 1989

BETWEEN:

The Workman of Sub-Divisional Officer, Telecom, Tenali (AP)—PETITIONER.

AND

The Management of Sub-Divisional Officer, Telecom, Tenali (AP)—RESPONDENT.

This case is coming for final hearing before me in the presence of Sri C. Suryanarayana, Advocate for the workman and Sri M. Panduranga Rao and Sri B. G. Ravinder Reddy, advocates for the Respondent-Management and upon perusing the material papers on record and having stood over for consideration till this day, the Court passed the following:—

AWARD

1. This is reference made by the Government of India, Ministry of Labour, by its Order No. L-40011/20/88-D.II(B) dated 27-3-1989 for adjudication of the dispute between the Management of Sub-Divisional Officers, Telecom, Tenali and their workmen setting forth the point for adjudication in the schedule appended thereto as follows :

“Whether the action of Sub-Divisional Officer Telephones, Tenali in terminating the services of Shri M. M. K. Brahmaj, part-time Sweeper-cum-Waterman with effect from 24-5-1986 is justified? If not, to what relief Sri Brahmaji is entitled ?”

The said reference was registered as I.D. No. 28 of 1989 on the file of this Tribunal. After receiving notices both parties put in their appearance. The petitioner held the claims statement on 6-5-1989 and the Respondent filed the counter on 11-9-1989.

2. The averments of the claim statement filed by the petitioner-workman read as follows:

This statement is being filed in pursuant to the order dt. 27-3-1979 contained in the Ministry of Labour, Government of India Case mark No. L-40011/20/88-B-III(B) issued

under the signature of Desk Officer Sri Hari Singh and this Hon'ble Tribunal's Notice dt. 5-4-1979. The following is the schedule contained in the order :

“Whether the action of the Sub-Divisional Officer, Telephones, Tenali in terminating the services of Sri M. M. K. Brahmaji, part Time sweeper-cum-Waterman w.e.f. 24-5-86 is justified? If not to what relief Sri Brahmaji is entitled?”

The petitioner submits that by an order dt. 19-4-1977 of the then Sub-Divisional Officer, Telegraphs, Tenali, he was selected to work as Mazdoor in the construction and maintenance parties of Tenali Telegraph Sub-Division. According to the certificate dated 6-5-82 issue by the said SDOT, Tenali, the petitioner worked for 27 days in April 1977 and 6 days in May 1977. According to another certificate dated 18-2-82 issued by the very same SDOT, Tenali, the petitioner worked in October 1977 for 22 days, in November 1977 for 30 days, in December 1977 for 31 days and in January 1978 for 31 days. Vide the said SDOT's letter dated 9-1-1978, the applicant was called to his office at 1100 hrs. on 24-1-1978 for interview with all his educational and service certificates for appointment to Part-time posts. But, this was postponed and the interview was held on 3-2-1978 at 1030 hrs. vide the SDOT's letter dated 20-1-1978. Subsequently, by an order dated 3-2-1978, the SDOT, Tenali selected the petitioner for appointment as a Part-time Sweeper-cum-Waterman in his own office and on the next day i.e. on 4-2-1978 another order was issued by the SDOT, Tenali, appointing the petitioner as part time sweeper-cum-waterman in his own office and directing that the petitioner shall work for six hours a day on monthly wages of Rs. 157.50. And on a separate Office Order No. 74 dated 4-2-1978, the same Officer arranged split duty for the petitioner directing that the petitioner shall work for three hours in the morning from 6 A.M. to 9 A.M. and for three hours in the evening from 2 P.M. to 5 P.M. About a month and half later, the SDOT, Tenali terminated the petitioner's service as Part Time Sweeper-cum-Waterman in his own office on the afternoon of 20-3-1978 on the ground that the petitioner was being re-appointed as Part Time Sweeper-cum-Waterman in the Carrier Station at Tenali. On the Forenoon of 21-3-1978, the said SDOT Telecom, Tenali appointed the petitioner as Sweeper-cum-Waterman in the Carrier Station at Tenali on a monthly wage of Rs. 157.50ps. and prescribing six hours work per day. The petitioner submits that the Carrier Station of Tenali was also under the jurisdiction of the same SDOT, Tenali. Subsequently the Tenali Telegraph Sub-Division was bifurcated into the new Tenali Phones Sub-Division and the residual Tenali Telegraph Sub-Division. As a result, the petitioner came under the jurisdiction of the Sub-Divisional Officer, Phones, Tenali by January, 1982. By an order dated 27-1-1982, the SDO, Phones Tenali i.e. the respondent herein transferred the petitioner as a part time official at Telephone Exchange, Tenali and put him under the control of Junior Engineer, Phones, Trunks, Tenali. On relief, he joined the Trunk Exchange on the forenoon of 29-1-1982. By an order dated 10-12-1982, the then Divisional Engineer, Telecom, Guntur directed the the petitioner to appear for interview at 1100 hrs. on 28-12-1982 before the DPC in his chambers at Guntur for selection of Group 'D' Officials (non-test category). He was required to produce all original certificates, copies of which he has submitted along with his application. Along with his certificates of educational qualifications etc., the petitioner has also produced the certificate issued by the Respondent on 24-12-1982 showing that the petitioner was working as Part Time Sweeper-cum-Waterman from 4-2-1978 onwards and that he had completed four years of service by 4-2-1982. Subsequently the respondent gave a service certificate on 30-7-83 in favour of the petitioner showing the details of his employment from time to time, which included the petitioner's employment as equipment cleaner at Carrier Station, Tenali during the period from 21-3-1978 to 29-1-1982 i.e. for nearly 4 years. And thereafter from 30-1-1982 till the date of issue of the Certificate as Sweeper-cum-Waterman at the Telephone Exchange, Tenali. By a subsequent certificate dated 21-6-1985, the Respondent certified that the petitioner was appointed as Part-time Sweeper-cum-Waterman in Trunk Exchange, Tenali on 4-2-1978 and has completed 7 years of service as on 4-2-1985. Unfortunately, the respondent gave a notice under his Memo No. E11/1/85-87/224 dated 24-4-86 terminating the Part Time appointment of the petitioner w.e.f.

24-5-1986. Therefore, on 25-4-1986 i.e. the day after the notice was served to the petitioner he made a representation to the D.E. Telephone, Guntur stating that he was served with one month's notice to terminate his service from 24-5-86 and that he was working in the department for the last 10 years with a fond hope that he would be absorbed in a regular post of Class IV or at least as a regular mazdoor, but it was unfortunate that he was served with termination notice for no valid or justifiable reason. He stated further that he had no means of livelihood except the part-time employment and that he had also submitted earlier to the D.E. Telecom, Guntur a representation to convert his service into casual mazdoor as per the orders of the Director General, P&T. He submitted further that even after 20 days he came to know that his representation was kept pending in the Respondent's office and hence requested the D.E. Telecom, Guntur to intervene in the matter personally and issue instructions for his conversion from Part Time Official to full time casual Mazdoor before his services were terminated on 24-5-1986. He also submitted that the one month's notice issued by the SDOT, Tenali is illegal and against the principles of natural justice. (The petitioner's submission that the notice was illegal and violative of principles of natural justice was on the ground that the notice was not in compliance with the mandatory provisions of Section 25-F of the Industrial Disputes Act 1947). He made a fervent appeal for timely action, but in vain. As a result of the same, within four days of his termination from service, he raised an Industrial Disputes on 28-5-1986 before the Assistant Labour Commissioner (Central), Vijayawada. Narrating the facts relating to his case, the petitioner submitted that the termination order was illegal and arbitrary, that he has by then become over-aged as result of which he would not be eligible to appear for any employment sponsored by the Employment Exchange, that he has completed his nine years service in the Telecom Deptt and therefore, prayed that the Assistant Labour Commissioner (C) might enquire into the matter and help his reinstatement in service. The A.L.C.(C), Vijayawada gave the first notice on 19-8-1986 and called the Respondent and the petitioner for conciliation proceedings on 26-8-1988. The Respondent appeared before the A.L.C.(C) and represented that as and when vacancy arises the petitioner would be taken back to duty in consultation with the D.E.Telcom, Guntur. But there was no action for a long time. Therefore on 17-8-1987, the petitioner made a representation to the Assistant Labour Commissioner for justice in the matter. The representation was in Telugu. He submitted another representation dated 2-11-1987 also to ALC(C), Vijayawada praying that the conciliation proceedings be resumed and posted at an early date for final decision in the matter. Meanwhile, as a result of an agreement between the National Federation of Telecom Employees and the Director General of Telecommunications, order were issued to regularise all casual workers, whether Part Time or Full Time, having 7 years service or more as on 31-3-1987. In view of the same, the petitioner went to the Respondent's office to enquire whether there was any chance of his being reinstated in service. Then the Respondent gave the petitioner an application form, an attestation form, health certificate (proforma) a certificate to declare nationality and another declaration form to be obtained from new entrants to Govt. service, along with the statement and a declaration attached thereto to and asked the petitioner to fill up and submit the same. But when the petitioner filled up and submitted the same, the Respondent refused to accept it. As a result, the petitioner was obliged to submit the same through a registered letter No. 1300 dt. 12-11-1987 of Guntur Head Post Office and send it with acknowledgement due. The respondent received it on 13-11-1987. But the petitioner's name was not considered for regularisation as a Group 'B' employee, under the said scheme. Since the Divisional Engineer, Telecom, Guntur (who has since been redesignated as Telecom District Engineer, Guntur) did not prepare the seniority list of casual labourers, Part time or full time, in his Division, in accordance with the provisions of Section 25-B of the Industrial Disputes Act defining continuous service. Consequently, the petitioner did not know where he stood in the seniority list and whether he would stand a chance of being absorbed as a regular Group 'D' employee on the basis of his seniority list so prepared and in accordance with the Director General's orders mentioned above. Therefore he gave a reminder on 22-11-1987 to the Assistant Labour Commissioner requesting him to complete the conciliation proceedings. He followed up the same by a subsequent letter

dated 7-5-1988, which he posted on 9-5-1988 to the Assistant Labour Commissioner. The conciliation proceedings were held on 26-9-86, 31-10-86, 24-11-86, 29-1-87, 25-3-87, 13-7-87, 25-8-87 (which was postponed to 10-9-87, which was again postponed to 26-10-87) 1-3-88, 18-4-88 and finally on 29-8-88. The respondent appeared on most of the dates, but not on the last date (29-8-88). He presented himself on 30-8-88. On that date, the Assistant Labour Commissioner (C), Vijayawada, wrote a letter No. 8/3/86-ALX-BZA dated 30-8-1988 to the Secretary to the Govt. of India, Ministry of Labour, New Delhi with which he forwarded the minutes of the conciliation proceedings of the same date. The ALC(C) reported failure. According to the minutes, the respondent stated that his comments dated 11-9-1986 hold good and that during 1987 the Telecom Department have called for details of workman who completed 7 years of service in the organisation. He also submitted that in accordance with the Circular related to regularisation of the workman with 7 years service, the petitioner's application was also forwarded to the Telecom District Engineer, Guntur and that it was pending with the later for taking decision in the matter. Thus, the respondent not only attempted to side track the main issue of illegal retrenchment of the petitioner but also made false promises that the petitioner's application was under consideration. While asking the promise, he gave the impression that the petitioner would be regularised in the seven years service scheme, but in vain. In view of the statement made by the Respondent before the ALC(C) at Vijayawada as recorded in the said minutes, the petitioner gave a representation on 26-6-1988 to the Telecom District Engineer, Guntur and sent it by registered letter No. 9477 dated 26-12-1988 to the Respondent for onward transmission to the Telecom District Engineer. The petitioner prayed for regularisation of his service as a Group 'D' employee, but in vain. He was not regularised but several other casual labourers and part time employees with seven years service or more were regularised. Therefore, the petitioner submitted a representation on 14-1-1989 to the Secretary to the Ministry of Labour, Govt. of India praying that a reference be made to this Hon'ble Tribunal indicating two issues distinctly and separately while referring his case for industrial adjudication, viz., whether the petitioner's retrenchment is valid and if it is not valid whether the petitioner is entitled for absorption as a regular Group 'D' employee in as much as he had to his credit more than seven years of continuous service as casual labourer and part time worker in the Telecom Department. It is as a result of this that the above reference was made to this Hon'ble Tribunal. In the circumstances, the petitioner submits that his retrenchment from service w.e.f. 24-5-1986 is illegal, null and void in as much as the mandatory provision of Section 25-F of the Industrial Disputes Act have not been complied with by retrenching the petitioner from service accepting the formal notice of one month and consequently the petitioner is entitled to reinstatement with full back wages, continuity of service and all other incidental and consequential benefits including his absorption as a regular group 'D' employee pursuant to the scheme circulated by the Director General, Telecom, New Delhi after the agreement was signed between the Employee Federation and the Director General representing the Government. The petitioner, therefore, prays that this Hon'ble Tribunal may pass the award accordingly.

3. The averments of the counter filed by the respondent read as follows :

It is submitted that the various allegations made in the claim statement filed by the petitioner are not correct and are therefore hereby denied. The petitioner is put to strict proof of the allegations made by him in his claim petition. It is submitted that the respondent herein is an office of the Telecommunication Department, Government of India and the same is not an 'industry' within the meaning of the Industrial Disputes Act and therefore the reference made by the Government to this Hon'ble Tribunal is illegal and without any jurisdiction. Without any prejudice to what has been stated above, it is submitted that the petitioner was selected as casual mazdoor, SDO Telecommunications Sub-Division as part-time sweeper-cum-waterman on 4-2-1978. The petitioner was working as such for six hours per day. At the time of appointment, in the appointment order itself he was categorically informed that his

services were only part-time basis and his services were liable for termination at any time without assigning any reasons or notice. He was subsequently posted to Carrier Station, Tenali under SDOT, Tenali. On formation of SDO Phones, Tenali on 8-11-1979 the Carrier Station comes under the control of SDO Phones, Tenali. There were number of complaints against the petitioner and written complaints were also made by the J. E. Carrier station in his letters dated 6-5-1981, 11-7-1981, 31-12-1981 and 12-1-1982 against the petitioner for his irregular attendance, negligence of duties, indifference towards duty etc. The petitioner was transferred and posted in the Trunk Exchange under the control of J. E. Trunks, Tenali vide office letter No. E-11/1/79-80/76 dated 27-1-1982. Even at the Trunk Exchange he was irregular in attendance and was absenting from duty without any intimation frequently. This was informed by the JE Trunks, Tenali in his letters dated 24-10-85 and 19-4-86. It is submitted that the petitioner was absent from duty from 2-4-86 to 23-4-86 without any intimation. Therefore, he was given one month's notice for terminating his services vide office letter No. E-11/1/86-87/224 dated 24-4-1986. Again the petitioner absented with effect from 25-4-86 onwards without any intimation or permission. The petitioner having acknowledged one months notice which was given by letter dt. 24-4-86 for terminating his services, he did not complain anything against it. Finally, his services were terminated with effect from 24-5-86 vide Respondent's letter bearing No. E-11/1/86-87/234 dated 24-5-86. It is submitted that termination order was served on the petitioner through JE Trunks, Tenali J.E. Trunks, Tenali informed that the petitioner refused to receive the termination orders. When he personally approached on 27-5-1986 a copy of the termination order was furnished to him by the Respondent's Office in letter No. E-11/1/86-87/237 dated 27-5-86 which was addressed to the Petitioner. It is submitted that during November, 1987 when applications were called for from the casual mazdoors who have completed seven years of service, the petitioner sent an application to the office claiming that he had completed 7 years as casual mazdoor before his services were terminated. Even though he was not in the rolls of the SDO Phones, Tenali his application was forwarded to the TDE Guntur with complete details vide letter No. E-11-A/87-88 dt. 24-11-1987. It is submitted that the petitioner was a chronic absentee and had no interest in the employment. It is submitted that the petitioner was only working as sweeper-cum-waterman on part time basis and he was never appointed on regular basis. He was only a casual labourer and therefore he cannot have any right for regular employment. It is submitted that the petitioner was absent on the following days during the service he put in under the Respondent during the year 1986.

3-1-86, 8-1-86, 9-1-86, 10-1-86 and 11-1-86	Absent for half days
21-1-86	Absent
31-1-86	Absent for half day
5-2-86	Absent for half
15-2-86	Absent
16-2-86, 19-2-86, 22-2-86, 24-2-86 & 28-2-86	Absent for half days
18-12-86 to 21-12-86	Absent
3-3-86, 4-3-86, 5-3-86, 7-3-86,	Absent for 6 full days
8-3-86 and 9-3-86	
1-3-86, 2-3-86 & 6-3-86	Absent for half days
22-3-86	Absent
24-3-86	Absent for half day
2-4-86 to 15-4-86	(The official proceeded on 2-4-86 and thereupon absented unauthorisedly without turning for duty upto 23-4-86)

It is also submitted that even earlier to 1986, he was absent on number of times without any intimation to the Respondent. Due to the action of the petitioner, the respondent was put to lot of inconvenience and lot of trouble, Inspite of number of warnings, there was no change in the petitioner and as the petitioner was not regular to his duties, the respondent was constrained to terminate his employment. It is submitted that the allegation that the petitioner has put in ten years of service under the Respondent is not correct and is also not based on any record. It is reiterated that the petitioner was working only as a part-time sweeper-cum-waterman on casual basis. The petitioner was given due notice before his services were terminated, but the petitioner did not raise any objection. Apart from that, the petitioner is also guilty of absenteeism and having absented himself number of times, without any kind of intimation or notice, he cannot now come to this Hon'ble Tribunal and say that his services were terminated illegally. It is submitted that the termination of the petitioner from service is legal, valid and justified in the circumstances of the case. It is therefore, prayed that this Hon'ble Tribunal may be pleased to dismiss the claim of the petitioner with costs of the respondent.

4. W.W. 1 was examined for the petitioner and petitioner's side was closed. Exs. W1 to W31 were marked for the petitioner. M.W. 1 was examined for the respondent and Respondent's side was closed. Exs. M1 to M3 were marked for the respondent.

5. The point for adjudication is whether the action of Sub-Divisional Officer, Telephones, Tenali in terminating the services of Shri M. M. K. Brahmaji, Part-time Sweeper-cum-waterman with effect from 24-5-1986 is justified ? If not, to what relief Sri Brahmaji is entitled ?

6. Point.—The undisputed facts of the case are that the petitioner worked as part-time casual worker in the respondent-department from 19-4-1977 to the end of January, 1978 and thereafter from 4-2-1978 till 24-5-86 on which date the petitioner was terminated, continuously. It is contended by the petitioner that he completed 240 days uninterrupted service during every year of his service and he worked in the respondent-department from 19-4-1977 to January, 1978 and from 4-2-78 to 24-5-86. In support of his case, the petitioner filed Exs. W2, W3, W12, W13 and W15 service certificates, issued by the respondent-department and the issue of the said certificates is not denied by the respondent. The evidence of M.W. 1 is relevant on this aspect. M.W. 1 Sri P. Bhaskar Rao, S.D.O. Phones, Tenali deposed that the petitioner was appointed on 4-2-1978 for the first time and the document filed by the other side is Ex. W6, that he was appointed as part-time sweeper-cum-waterman and he was expected to work from 6 A.M. to 9 A.M. and from 2 P.M. to 5 P.M. as per the office order dated 4-2-78 filed by the other side Ex. W7, that he was posted to Carrier Station, Tenali under S.D.O. Telephones, Tenali, that Exs. W8 to W10, W12, W13, W15 and W16 were all issued by their S.D.O.'s office, Tenali, that W.W. 1 was not regular in his attendance and absenting himself, dislocating the office discipline and maintenance from the view point of cleanliness and he is also causing inconvenience for supply of water, that W.W. 1 was absent from January, 1986 to April, 1986 for 52 days in these four months, that then he was issued a one month's notice that his services would be terminated from 24-5-86 as per Ex. W16, that what representations be made or to whom they are not aware and they do not have any representations or explanations of his in their office, that he says that Ex. W17 is not an explanation but a representation for conversion into casual labour from sweeper, that then they also issued a termination order Ex. M1 dated 24-5-86, that but it was endorsed on the Ex. M1 that W.W. 1 bluntly refused to receive this letter, that Ex. M1 was served through J. E. Trunks, Tenali, that they tried to serve Ex. M1 through J. E. Trunks, Tenali, that they also wrote a separate letter about the refusal of W.W. 1 as per Ex. M2 and that they also prepared a note about the absence of W.W. 1 from 1981 onwards and that is Ex. M3. During the course of cross-examination of M.W. 1 it is elicited that part-employee is not a cadre employee, that casual labourers employees are not cadre employees, that the jurisdiction of transfer for a part-time employee is within sub-division, that if a part-time employee is transferred within the same sub-division, termination of service is not necessary, when he is transferred from one office in the same sub-division to another office, that except not paying

for the days in which he is absented himself, no other action was taken against W.W. 1, that as he was absented for 52 days, termination notice was given and his services were terminated after one month, that except his wages, no other amount was paid at the time of termination, that except not paying him, his daily wages no other action was taken against W.W. 1, that he was transferred so that he may improve himself and reduce his absentism and that as he did not improve, they gave termination notice and terminated him.

7. As seen from Ex. W16 termination notice dated 24-4-86 no reasons were assigned for terminating the petitioner from service with effect from 24-5-1986, much less that the department intended to terminate the service of W.W. - due to reason of his frequent absentism or unauthorised absentism as stated by M.W. 1 in his deposition. Admittedly, M.W. 1 deposed as per the records since he has been working as S.D.O., Phones, Tenali since 1987, that is subsequent to the termination of W.W. 1 from service, as deposed by M.W. 1 So it is clear from the evidence of M.W. 1 that he is not having personal knowledge about the conduct and alleged absentism of W.W. 1 during the period he worked in the respondent-department. No documentary evidence is produced by the respondent like Attendance Registers, Wage Registers or any memos issued by the department for unauthorised absence of W.W. 1 to establish the absentism of W.W. 1 during the period he worked in the department. Moreover it is not the case of M.W. 1 during his evidence that the absence of W.W. 1 during January, 1986 to April, 1986 was unauthorised absentism. Whatever it may be to establish the case of the respondent that Ex. W16 notice of termination was issued to the petitioner for the reason of his unauthorised absentism and frequent absentism which reason was not mentioned in Ex. W16. The respondent did not choose to adduce any oral evidence by examining the concerned officers who worked during the relevant period to speak about the absentism of W.W. 1, besides not producing any documentary evidence to that effect as stated by me earlier. Ex. M3 is a document prepared on 8-8-90 which is long subsequent to the issue of Ex. W16 termination notice and also long subsequent to the reference made to this Court. In Ex. M3 the periods of absence of W.W. 1 were noted, that no data for the preparation of Ex. M3 was given in Ex. M3. It is not known as to how the different periods of absentism of W.W. 1 from 30-4-81 to 15-4-86 were arrived at i.e. either extracting from the attendance register or from the wages registers or any other documents. The failure of producing the attendance and wages registers and any other documentary evidence to establish the absentism of W.W. 1 from attending duty during the different periods as mentioned in Ex. M3, goes against the propriety of the case of the respondent that W.W. 1 absented from attending duty during the periods as noted in Ex. M3 and so I am of opinion that Ex. M3 does not assume any importance and it does not warrant to place of reliance on Ex. M3 for deciding the fact of the absentism of W.W. 1 from attending the duty during the periods noted in Ex. M3, particularly when the respondent did not produce attendance registers and wages registers available in its custody. So in view of the facts brought on record it is clear on question of the fact, that W.W. 1 continuously and uninterruptedly worked for more than 240 days during all the years of his service and particularly within 12 calendar months immediately prior to the termination of his service, as per the provisions of Section 25-B of the I.D. Act. There cannot be any dispute that casual worker is a workman as defined under Section 2(s) of the I.D. Act, in view of the pronouncements of various High Courts and Supreme Court. The question that raised by the respondent is that the part-time employee cannot come under the definition of 'workman' as defined under Section 2(s) of the I.D. Act. I am not able to agree with this contention of the learned counsel for the respondent. As seen from the appointment order in Ex. W6 dt. 4-2-1978 the petitioner and two others were appointed on monthly wages and the petitioner continued in service till he was terminated from service as per the order in Ex. M1 dt. 24-5-86. Simply because the petitioner is appointed as part-time employee, it cannot be said that he does not come under the definition of 'workman' as defined in Section 2(s) of the I.D. Act. As seen from Ex. W6 appointment order, it is not stated that the petitioner and two others appointed under the said order were appointed as casual or temporary part-time employees except stating that their services are liable for termination at any time without assigning any reasons. W.W. 1, having ser-

ved the respondent-department for more than 8 years continuously it is to be construed that the clause incorporated in Ex. W6 appointment order that his services are liable for termination at any time without assigning any reasons, is of no value in view of the fact that W.W. 1 completed 240 days of service during the period of 12 calendar months, preceding date of his termination from service, as contemplated under Section 25-B(2) of the I.D. Act. In view of the fact that it was not mentioned in Ex. W6 appointment order that he was appointed as temporary or casual part-time worker or as contingent worker, it cannot be said in my opinion that W.W. 1 is not a workman as defined under Section 2(s) of the I.D. Act, particularly when nothing is stated in Section 2(s) about the definition of 'workman' distinguishing between the full time employee and part-time employee. So in view of my above discussion, I hold that petitioner would squarely come under the definition of 'workman' as defined under Section 2(s) of I.D. Act. Admittedly except issuing one month's notice in Ex. W16 no retrenchment compensation was paid to the petitioner at the time of terminating his services, as per Ex. M1 termination order, which was admittedly not served on the petitioner on 24-5-1986, though it is stated by M.W. 1 in his deposition that the petitioner bluntly refused to receive Ex. M1 order. The refusal of receiving the order in Ex. M1 by the petitioner and the endorsement of 'refusal' written on Ex. M1 is not established by the respondent by examining the concerned officer, who attempted to serve Ex. M1 on the petitioner and wrote the refusal endorsement on Ex. M1. Whatever it may be, it is admitted case of respondent and M.W. 1 that except his wages, no other amount was paid to the petitioner at the time of termination. So it is clear from the evidence available on record that no terminal benefits are paid to the petitioner at the time of terminating his services as per Ex. M1 termination order as contemplated under Section 25-F of the I.D. Act. It is not the case of the respondent that the services of the petitioner were terminated for want of vacancy. On the other hand it is clearly stated in Ex. M3 that "meanwhile DET-Guntur happened to appoint one regular sweeper under SDOP. Tenali pide DET-GTR letter No. G25/Gr. D/84-85/XXIII/143 dated at Guntur the 25-4-1986 with instructions to SDO Phones to remove P/T officials engaged in this place after issuing one month notice." So it is clear from the contents of Ex. M3 that the petitioner was not removed for want of vacancy and on the other hand it is clear that another person was appointed as regular sweeper by the order dt. 25-4-86 i.e. from the next day of issue of Ex. W16 termination notice to the petitioner and continuing the petitioner in service till the expiry of notice period i.e. 24-5-86. In view of the facts and circumstances of the case it is clear that the termination of the petitioner from service amounts to retrenchment as defined in Section 2(oo) of I.D. Act. So the retrenchment without complying with the conditions laid down in Section 25-F of the I.D. Act, is not valid. The reasons for retrenchment should be indicated in the one month's notice given to the petitioner, as contemplated under Section 25-F(a). As pointed out by me earlier, no reasons were assigned in Ex. W16 termination notice issued by the respondent to the petitioner except stating that his services as par-time sweeper-cum-waterman are going to be terminated with effect from 24-5-1986, which amounts to arbitrary exercise of the power of the concerned authority and so I am of opinion that Ex. W16 notice is not a valid notice under Law. Nothing is brought on record by the respondent to show that the notice in the prescribed manner is served on the appropriate to Government (or such authority as may be specified by the appropriate Government by notification in the official gazette), as contemplated under Section 25-F (c) of the I. D. Act. Admittedly no compensation was paid to the petitioner at the time of retrenchment as contemplated under Section 25-F(b) of the I.D. Act. So it is clear from the evidence brought on record that the conditions laid down in Section 25-F of the I.D. Act are not complied with before retrenching W.W. 1 from service. So in view of my above discussion the retrenchment of W.W. 1 is liable to be set aside and the petitioner-workman is entitled for reinstatement into service with full back wages. Hence I answer the point accordingly.

8. In the result an award is passed directing the respondent to reinstate the petitioner-workman into service forthwith full pack wages. The respondent is further directed to pay the back wages to the petitioner within one month from the date of publication of this Award, failing which

the petitioner is entitled to realise the same with interest at 12% per annum from the date of this award till the date of realisation. There will be no order as to costs.

Dictated to the steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal this the 19th day of December, 1991.

G. KRISHNA RAO, Industrial Tribunal
[No. I-40011/20/88-D.II(B)(Pt)]

APPENDIX OF EVIDENCE

Witness examined on behalf of the petitioner-workman Witness examined on behalf of the respondent-management

W.W.1 M.M. K. Brahmaji M.W. 1 P. Bhaskar Rao
Documents marked for the petitioner-workman

Ex. W1 19-4-77—Order dt. 19-4-77 issued by Sub-Divisional Officer, Telegraphs, Tenali to M. M. K. Brahmaji to work as mazdoor in the construction and maintenance parties of Tenali Telegraphic Sub-Division.

Ex. W2 6-5-77—Service certificate dt. 6-5-77 issued to M. M. K. Brahmaji by the sub-divisional officer, Telegraphs, Tenali, showing that M.M.K. Brahmaji has worked for 33 days in April, 1977 and May 1977 respectively as Mazdoor.

Ex. W3 18-2-82.—Service certificate dt. 18-2-82 issued to M. M. K. Brahmaji by the Sub-divisional Officer, Telegraphs, Tenali, showing that M. M. K. Brahmaji worked for 114 days as casual labour.

Ex. W4 dt. Nil.—Interview letter dt. Nil issued to M. M. K. Brahmaji by the Sub-divisional Officer, Telegraphs, Tenali for appointment of Part time posts of Tenali and Ponnur.

Ex. W5 3-2-78—Order dt. 3-2-78 issued to M.M.K. Brahmaji by the Sub-divisional Officer, Telegraphs, Tenali, selected him as part-time employee.

Ex. W6 4-2-78.—Appointment order dt. 4-2-78 issued to M.M.K. Brahmaji by the Divisional Officer, Telegraphs, Tenali, appointing him as part-time sweeper-cum-waterman.

Ex. W7 4-2-78.—Office Order No. 7, dt. 4-2-78 issued to M.M.K. Brahmaji by the S.D.O., Telegraphs, Tenali with regard to duty hours of M. M. K. Brahmaji.

Ex. W8 30-3-78.—Termination order dt. 20-3-78 issued to M.M.K. Brahmaji by the Sub-divisional Officer, Telegraphs, Tenali.

Ex. W9 21-3-78.—Appointment order dt. 21-3-78 issued to M.M.K. Brahmaji by the Sub-divisional Officer, Telegraphs, Tenali.

Ex. W10 27-1-82.—Transfer and posting order dt. 27-1-82 issued to M.M.K. Brahmaji wv the S.D.O. Phones, Tenali.

Ex. W11 10-12-88—Letter dt. 10-12-82 addressed to M.M.K. Brahmaji by Divl. Engineer, Telecommunications, Guntur with regard to selection of Group 'D' Official non-test category.

Ex. W12 24-12-82—Service certificate dt. 24-12-82 issued to M.M.K. Brahmaji by the Sub-Divisional Officer, Telephones, Tenali.

Ex. W13 30-7-83.—Service certificate dt. 30-7-83 issued to M.M.K. Brahmaji by the Sub-Divisional Officer, Telephones, Tenali.

Ex. W14 26-4-86.—Photostat copy of the request letter dt. 26-4-86 addressed to the Divisional Engineer, Telecom, Guntur with regard to conversion into casual mazdoors.

Ex. W15 21-6-85—Service certificate dt. 21-6-85 issued to M.M.K. Brahmaji by the Sub-Divisional Officer, Telephones, Tenali.

Ex. W16 24-4-86—Termination order dt. 24-4-86 issued to M.M.K. Brahmaji by the Divl. Officer, Telephones, Tenali-I.

Ex. W17 25-4-86—Photostat copy of the request letter dt. 25-4-86 addressed to the D.E. Telephones, Guntur by M.M.K. Brahmaji for conversion into casual labour from part-time.

Ex. W18 28-5-86—Representation dt. 28-5-86 made by M.M.K. Brahmaji to the Assistant Labour Commissioner, (Central) Vijaywada.

Ex. W19 19-8-86—Letter dt. 19-8-86 addressed to M.M.K. Brahmaji by the Asst. Labour Commissioner (C) Vijaywada with regard to representation dt. 28-5-86 made by M.M.K. Brahmaji.

Ex. W20 17-8-87—Representation dt. 17-8-87 made in Telugu by M.M.K. Brahmaji to the Asst. Labour Commissioner, Vijaywada requesting to dispose of his case immediately.

Ex. W21 2-11-87—Photostat copy of the letter dt. 2-11-87 addressed to the Asstt. Labour Commissioner (C) Vijaywada by M.M.K. Brahmaji with regard to letter dt. 19-8-86 of Asstt. Labour Commissioner (C) Vajayawada.

Ex. W22 12-11-87—Letter dt. 12-11-87 addressed to the Sub-Divisional Officer, Telephones Tenali by M.M.K. Brahmaji with regard to submission of attestation forms for regular absorption in the department.

Ex. W23—Photostat copy of attestation forms along with annexure of M.M.K. Brahmaji.

Ex. W24 22-11-87—Representation dt. 22-11-87 made by M.M.K. Brahmaji to the Asstt. Labour Commissioner (C) Vijaywada with regard to re-instatement into service.

Ex. W25 7-5-88—Representation dt. 7-5-88 in Telugu made by M.M.K. Brahmaji to the Asstt. Labour Commissioner (C) Vijaywada with regard to re-instatement into service.

Ex. W26 30-8-89—Failure of conciliation report dt. 30-3-89 alongwith minutes of conciliation proceedings.

Ex. W27 14-1-89—Photostat copy of the representation dt. 14-1-89 made by M.M.K. Brahmaji to the Secretary, Ministry of Labour, Govt. of India, New Delhi with regard to his illegal termination.

Ex. W28 30-11-88—Photostat copy of the letter No. TA/STA/9-1-/Regs/V dt. 30-11-88 of the Chief General Manager, Telecom, Hyd-I with regard to regularisation of casual labourers.

Ex. W29—Copy of the establishment jurisdiction and functioning of the central administrative Tribunal.

Ex. W30—Photostat copy of the regularisation of casual employees in Group 'D' Posts

Ex. W31 31-3-87—True copy of the regularisation of casual mazdoors having 7 years of service as on 31-3-87
Document's marked for the management

Ex. M1 24-5-86—Carbon copy of the termination order dt. 24-5-86 issued to M.M.K. Brahmaji by the Sub-Divisional Officer, Telephones, Tenali.

Ex. M2 26-5-86—Carbon copy of the letter dt. 26-5-86 of Junior Engineer, Trunk Exchange Tenali to the Sub-Divisional Officer, Phones, Tenali with regard to refuse to receive termination order by M.M.K. Brahmaji.

Ex. M3—Brief remarks of the termination case of M.M.K. Brahmaji.

कान्दा. 311.—ग्रोषोगिक विवाद प्रतिनिधिम, 1947 (1947 का 14) की धारा 17 अनुसरण में, केन्द्रीय सरकार एस. श्री. श्री. (टेलीग्राफ) प्रबंधनतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ग्रोषोगिक विवाद में ग्रोषोगिक प्रविकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 311.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SDO (Telegraphs) Ajmer and their workmen, which was received by the Central Government on 1-1-92.

अनुबंध

केन्द्रीय ग्रोषोगिक व्यावाद धृकरण, जयपुर

केस नं. सी.आई.टी. 55/1991

मिकेन्स: भारत सरकार, थम मंत्रालय, नई दिल्ली का आदेश क्रमांक

एन-40014/10/91/ग्राइ-यार-डी-यू/विनांक 3-10-91

श्री रमेश, प्रति श्री बोजालाल।

—प्रार्थी

दलाल

उपर्युक्त अधिकारी (तार) अजमेर।

—प्रार्थी

उपस्थिति :

प्रार्थी की ओर से:

कोई हाजिर नहीं

अप्रार्थी की ओर से:

कोई हाजिर नहीं

विनांक अवार्ड:

20 नवंबर, 1991

अवार्ड

करीकेन को और से कोई हाजिर नहीं आया। आज प्रार्थी को स्टेट ऑफ कलेम पेश करते हैं किन्तु न तो कोई कलेम पेश हुआ है और प्रार्थी की ओर से कोई हाजिर आया। ऐसा प्रतीत होता है कि अकाशन विवाद में सब नहीं ले रहे हैं अतः प्रकरण में नी इन्स्प्रिट अवार्ड पारित किया जाता है जो केन्द्र सरकार को प्रकाशित करता है।

जगदांसह, पीटीसीन अधिकारी

[मे. एन-40012/10/91-जाई चार (वी ३) पार्ट]

कान्दा. 312.—ग्रोषोगिक विवाद प्रतिनिधिम, 1947 (1947 का 14) की धारा 17 अनुसरण में, केन्द्रीय सरकार एस. श्री. श्री. (फोन) अजमेर के प्रबंधनतंत्र के संबंद्ह नियोजक और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ग्रोषोगिक विवाद में ग्रोषोगिक प्रविकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 312.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SDO (Phones) Ajmer and their workmen, which was received by the Central Government on 1-1-92.

अनुबंध

केन्द्रीय ग्रोषोगिक व्यावाद धृकरण, जयपुर

केस नं. सी.आई.टी. 54/1991

रेफरेन्स: भारत सरकार, थम मंत्रालय, नई दिल्ली का आदेश क्रमांक एन-40012/3/91 ग्राइ-यार-डी-यू. वि. 27-9-91

श्री बुधा सिंह व अन्य द्वारा धार्हा प्रेसोफेंट बी.एम.एस. 17/161, उत्तर मंडी, अजमेर।

—प्रार्थी

दलाल

सब डिक्रीजनल ऑफिसर (फोन), अजमेर।

—प्रार्थी

उपस्थिति :

यूनियन की ओर से:

कोई हाजिर नहीं

अप्रार्थी की ओर से:

कोई हाजिर नहीं

दिनांक अवार्ड:

15-11-1991

अवार्ड

करीकेन की ओर से कोई हाजिर नहीं है। आज प्रार्थी यूनियन को स्टेट ऑफ कलेम पेश करता है किन्तु न तो कोई उपस्थित आया और न ही कोई कलेम पेश हुआ। ऐसा प्रतीत होता है कि यूनियन थम इन भागों में सभि नहीं उड़ती, अतः प्रकरण में नो इन्स्प्रिट अवार्ड पारित किया जाता है जो केन्द्र सरकार को प्रकाशित करता है।

जगत सिंह, व्यावादी 21

[मे. एन-40011/3/91-ग्राइ-यार (डी-यू) (पार्ट)]

का. आ. 313.—ग्रोषोगिक विवाद प्रतिनिधिम, 1947 (1947 का 14) की धारा 17 के प्रतिनिधिम में, केन्द्रीय सरकार दूरदर्शन के बीच जयपुर के प्रबंधनतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ग्रोषोगिक विवाद में ग्रोषोगिक प्रविकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 313.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Door-darshan Kendra, Jaipur and their workmen, which was received by the Central Government on 1-1-92.

अनुबंध

केन्द्रीय ग्रोषोगिक व्यावाद धृकरण, जयपुर

केस नं. श्री. आई.टी. 35/1989

रेफरेन्स: भारत सरकार, थम मंत्रालय, नई दिल्ली का आदेश क्रमांक एन-42012/133/88 श्री-३ (वी) विनांक 11-8-89
विनाराम भीणा

—प्रार्थी

दलाल

अहा निदेशक, दूरदर्शन केन्द्र, नई दिल्ली

निवेशक दूरदर्शन केन्द्र भालाणा डंगरो, जयपुर।—प्रार्थी

उपस्थिति :

प्रार्थी की ओर से:

कोई हाजिर नहीं

विवादी की ओर से:

श्री यू. डी. शर्मा

दिनांक अवार्ड:

25-10-91

अवार्ड

श्री यू. डी. शर्मा विषयको को और से उपस्थित आये। प्रार्थी को और से कोई हाजिर नहीं है न हो उनके प्रतिनिधि हाजिर आये। आज प्रार्थी की शहादत पेश करने के लिए यह केस निर्वासित था किन्तु कोई शहादत भी हाजिर नहीं है। ऐसा लगता है प्रार्थी अब इस मामले में कोई खुच नहीं रखता है इसलिए न तो शहादत पेश की गई न प्रार्थी स्वयं अथवा कोई प्रतिनिधि उपस्थित हुआ। अतः प्रकरण में नो डिस्प्यूट अवार्ड पारित किया जाता है जो भारत सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

जगत सिंह, पीठासीन अधिकारी

[सं. एल - 42012/133/88 - डी II (बी) (पार्ट)]

का. आ. 314.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमाण्डर वर्क्स, इंजीनियर, एम. ई. एस., जयपुर के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 314.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Commander Works Engineer, MES, Jaipur and their workmen, which was received by the Central Government on 1-1-92.

अनुबंध

केन्द्रीय ओद्योगिक न्यायाधिकरण, जयपुर

केस नं. 52/1991

रैफरेन्स: भारत सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल - 1401/11/91 - आई. आर. डी.

महा सचिव, एम. ई. एस. वर्क्स यूनियन, सी. डब्ल्यू. ई. 82/5, एम. ई. एस. कालोनी, नसीराबाद जिला अजमेर।

--प्रार्थी

बनाम

कमाण्डर वर्क्स इंजीनियर, एम. ई. एस. जयपुर।—प्रार्थी

उपस्थित:

प्रार्थी यूनियन की ओर से :

नियोजक की ओर से :

दिनांक अवार्ड :

कोई हाजिर नहीं है

कोई हाजिर नहीं

14-11-91

अवार्ड

पक्षकारों के प्रतिनिधि हाजिर नहीं हैं। आज यह केस यूनियन की ओर स्टेटटमेंट आफ क्लेम पेश करने हेतु नियत था किन्तु ना तो कोई स्टेटटमेंट आफ क्लेम पेश हुआ और न ही यूनियन की ओर से अदालत में कोई उपस्थित आया। ऐसा लगता है कि यूनियन अब इस मामले में खुच नहीं रखती है, अतः इस प्रकरण में नो डिस्प्यूट अवार्ड पारित किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

जगत सिंह, पीठासीन अधिकारी

[सं. एल - 14011/1/91 - आई.आर. (डी.यू.) (पार्ट)]

का. आ. 315.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. 91|GI|92—13

जयपुर प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 315.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of CPWD, Jaipur and their workmen, which was received by the Central Government on 1-1-92.

अनुबंध

केन्द्रीय ओद्योगिक न्यायाधिकरण, जयपुर।

केस नं. सी. आई. ई. 57/90

केन्द्र सरकार श्रम मंत्रालय की अधिसूचना संख्या : एल.

42011/42/89 आई. आर. (डी. 1) दिनांक 20-8-90

सी. पी. डब्ल्यू. डी. मजदूर यूनियन, जयपुर।

बनाम

सी. पी. डब्ल्यू. डी., जयपुर।

उपस्थिति :

यूनियन की ओर से :

कोई हाजिर नहीं

विपक्ष की ओर से :

कोई हाजिर नहीं

दिनांक अवार्ड :

11-6-91

अवार्ड

फरीकेत की ओर से कोई हाजिर नहीं है। आज यूनियन को स्टेटमेंट आफ क्लेम पेश करता है लेकिन कोई हाजिर नहीं है और ना ही क्लेम पेश किया है यूनियन को दिनांक 30-10-90 को निरन्तर क्लेम पेश करने के लिए अवसर दिया जा रहा है अब समय दिया जाना उचित नहीं है अतः इस प्रकरण में नो डिस्प्यूट अवार्ड पास किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थ भेजा जावे।

जगत सिंह, न्यायाधीश

[सं. एल - 42011/42/89 - आई.आर. (डी.यू.) (पार्ट)]

का. आ. 316.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. अजमेर, के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 316.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of C.P.W.D., Ajmer and their workmen, which was received by the Central Government on 1-1-92.

अनुबंध

केन्द्रीय ओद्योगिक न्यायाधिकरण, जयपुर।

केस नं. सी.आई.टी. 35/1991

रैफरेन्स: भारत सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक

एल-42014/65/90-आई.आर. (डी.यू.) दिनांक 9-5-91

श्रीहरीसिंहबेलदार

--प्रार्थी

बनाम

सेन्ट्रल परिवक बर्क्स डिपार्टमेंट, ग्रजमेर।

—प्रप्रार्थी

उपस्थिति :

प्रार्थी की ओर से :	कोई हाजिर नहीं
प्रप्रार्थी की ओर से :	कोई हाजिर नहीं
विनायक अवधार्द :	30-8-91

अवार्ड

बोनों पक्कों के प्रतिनिधि हाजिर नहीं हैं। आज प्रार्थी को स्टेटमेंट आँफ क्लेम पेश करता है लेकिन प्रार्थी की ओर से न तो कोई उपस्थिति घटा और ना ही स्टेटमेंट आँफ क्लेम पेश किया गया जबकि प्रार्थी की क्लेम पेश करने के लिए दिनांक 5-6-91 से ही निरन्तर समय दिया जा रहा है अब और समय दिया जाना उचित प्रतीत महीं होता। अतः इस प्रकरण में अदम पैरवी में नो डिस्पूट अवार्ड पारित किया जाता है जो भारत सरकार को नियमानुसार प्रकाशनार्थ भेजा जावे।

जगत सिंह, वीठासीन प्रधिकारी

[सं. एल-42012/65/90-भार्ड भार (सीयू) पार्टस]

का. प्रा. 317.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुपरिनेंट पोस्ट फाफिस जयपुर के प्रबन्धनाल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 317.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Supdt., Post Office, Jaipur and their workmen, which was received by the Central Government on 1-1-92.

अनुबंध

केन्द्रीय ओद्योगिक न्यायाधिकरण, जयपुर।

केस नं. सी. प्रा.इ.टी. 110/89

केन्द्र सरकार श्रम मंत्रालय की अधिसूचना संख्या: एल. 40012/48/88-डी-2 (बी) दि. 23-10-89 गिरीराज प्रसाद गुप्ता द्वारा श्री प्रार्थी, रु. जैन, भारतीय मजदूर संघ, जयपुर।

बनाम

सुपरिनेंट पोस्ट फाफिस, जयपुर मुफसिल डिवीजन, जयपुर।
उपस्थिति:

श्रमिक पक्का की ओर से :	कोई हाजिर नहीं
नियोजक पक्का की ओर से :	कोई हाजिर नहीं
विनायक अवधार्द :	21-5-91

अवार्ड

फरीकेन की ओर से कोई हाजिर नहीं है। आज प्रार्थी को स्टेटमेंट प्राफ्लेम पेश करता है लेकिन कोई हाजिर नहीं है। प्रार्थी को दिनांक 22-12-89 से निरन्तर क्लेम पेश करने के लिए अवसर दिया जा रहा है अब समय दिया जाना उचित नहीं है, अतः इस प्रकरण में प्रार्थी रुकी नहीं से रहा है ऐसा प्रतीत होता है कि इस प्रकरण में प्रार्थी रुकी नहीं से रहा है अतः इस प्रकरण में नो डिस्पूट अवार्ड पारित किया जाता है जिसे प्रकाशनार्थ केन्द्र सरकार को भेजा जावे।

जगत सिंह, न्यायाधीश

[सं. एल. 40012/48/88-डी-II (बी) पार्ट]

का. प्रा. 318.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिम रेलवे, जयपुर के प्रबन्धनाल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

S.O. 218.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of DRM, Western Railway, Jaipur and their workmen, which was received by the Central Government on 1-1-92.

अनुबंध

केन्द्रीय ओद्योगिक न्यायाधिकरण, जयपुर।

केस नं. सी. प्रा.इ.टी. 72/89.

केन्द्र सरकार श्रम मंत्रालय की अधिसूचना संख्या : एल. 41011/9/88-डी-2 (बी.) दि. 19-7-89.

मन्त्रिव, पश्चिम रेलवे कर्मचारी यूनियन, जयपुर।

बनाम

डिवीजनल रेलवे मैनेजर, पश्चिमी रेलवे, जयपुर।

उपस्थिति :

यूनियन की ओर से :	कोई हाजिर नहीं
नियोजक की ओर से :	कोई हाजिर नहीं
विनायक अवधार्द :	22-4-91

अवार्ड

फरीकेन की ओर से कोई हाजिर नहीं है। आज यूनियन को स्टेटमेंट आँफ क्लेम पेश करता है लेकिन कोई हाजिर नहीं है और ना ही क्लेम पेश किया है यूनियन को दिनांक 12-9-89 से क्लेम पेश करने के लिए अवसर दिया जा रहा है अब समय दिया जाना उचित नहीं है, अतः इस प्रकरण में नो डिस्पूट अवार्ड पास किया जाता है जो केन्द्रीय सरकार को प्रकाशनार्थ भेजा जाये।

जगत सिंह, न्यायाधीश

[सं. एल. 41011/9/88-डी-II (बी) पार्ट]

के.वी.बी. उणी, डेस्क प्रधिकारी

मई दिल्ली, 10 अनवरी, 1992

का. प्रा. 319.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में बी.सी.सी.एल. की गोविन्दपुर, कोलियरी के प्रबन्धनाल से संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, (सं. 1) धनवाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-92 को प्राप्त हुआ था।

New Delhi, the 10th January, 1992

S.O. 319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the

Central Government Industrial Tribunal (No. I), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management Govindpur Colliery of M/s. BCCL and their workmen which was received by the Central Government on 1-1-1992.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under sec. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 64 of 1989.

PARTIES :

Employers in relation to the management of Govindpur Colliery of Area No. III of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra,
Presiding Officer.

APPEARANCES :

For the Employers : Shri B. Joshi, Advocate.
For the Workmen : Shri D. Mukherjee, Secretary,
Bihar Colliery Kamgar Union.

STATE : Bihar INDUSTRY : Coal.
Dated, the 8th December, 1991.

AWARD

By Order No. L-20012/5/88-D.IV(A)/I.R. (Coal-I) dated, the 24th May, 1989, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) o sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Govindpur Area No. III of M/s. Eharat Coking Coal Limited, Post Sonardih, Dist. Dhanbad in dismissing Shri Rajnandan Singh is justified? If not, to what relief the workman is entitled ?"

2. The case of the management of M/s. B.C.C. Ltd. as disclosed in the written statement-cum-rejoinder details apart, is as follows.

The present reference is not legally maintainable. There was no workman named Rajnandan Singh working in Govindpur Area at any time. There was, however, a workman named Ramanand Singh and he described himself as Rajnandan Singh. The union has corrected his name as Ramanand Singh and the facts leading to the dismissal of Ramanand Singh are set forth in the written statement. On 11-5-83 at about 11 a.m. a mob of about 200 persons, armed with deadly weapons, committed several acts of violence on the person of Shri H. N. Tripathy, General Manager of Barora Area. The said mob abused Sri Tripathy

and threatened him with dire consequences within the precincts and premises of his office at Barora. The said mob committed various acts of mischief and caused damage to valuable properties belonging to H. N. Tripathy and the management. Ramanand Singh, a workman of the management of M/s. B.C.C. Ltd. posted at the relevant time at Kharkharee colliery of Govindpur Area, was a member of the above violent mob; he led the violent mob, committed various acts of violence and mischief, instigated and incited the mob to commit various acts of violence, mischief and subversive of discipline. He was issued with a chargesheet dated 12-5-83 and a corrigendum dated 6-7-83 containing detailed allegations with necessary particulars relating to the aforesaid incident of 11-5-1983 under the signature of the Agent of Kharkharee colliery who was the competent authority to issue the chargesheet to him as he was working under his control. Shri J. K. Shukla, the then Dy. Manager (Legal) of M/s. B.C.C. Ltd., Koyla Bhawan, was appointed Enquiry Officer by the Agent of Kharkharee colliery to conduct the departmental enquiry into the chargesheet issued to the concerned workman. The Enquiry Officer fixed the date of enquiry on 12-7-83 by notice dated 7-7-83. The copies of notice were served on all the workmen through Peon Book and notice was also published in the local News Paper 'Awaz'. In pursuance of the notice of enquiry the concerned workman appeared in the enquiry on 12-7-83 and filed a petition praying for adjournment of the enquiry and change of venue of the enquiry. His prayer was granted and the next date of enquiry was fixed on 19-3-83 at Sijua, away from Barora Area office. Individual notices were sent to all the workmen concerned in the Joint Enquiry. Notice of enquiry was published in the local News Paper having wide circulation, namely 'Janmat' and 'Awaz'. The concerned workman applied for adjournment of the enquiry which was granted and the next date of enquiry was fixed on 27-7-83. Since the concerned workman did not attend the enquiry and did not give any satisfactory reason for his not attending the enquiry, the Enquiry Officer held the enquiry ex parte on 27-7-83. The chargesheeted workmen deliberately avoided to attend the enquiry as they had committed the misconduct charged against them. The Enquiry Officer submitted his report holding the concerned workman guilty of the misconduct levelled against him. The enquiry report, enquiry proceeding and all other relevant documents were examined at various level and approval for dismissal of the concerned workman from service was obtained from the competent authority. Accordingly, the concerned workman was dismissed from service by letter dated 8-4-1987 for commission of misconducts proved against him in departmental enquiry.

3. The case of the concerned workman, as appearing from the written statement submitted on his behalf by the sponsoring union, Bihar Colliery Kamgar Union, is as follows :

Rajnandan Singh alias Ramanand Singh had been working as permanent workman of Dharmaband colliery, but the erstwhile employer terminated his service. Industrial dispute was raised over his termination of service and award was passed by the Tribunal directing the management to reinstate him in service

with full back wages. The management did not implement the award, but moved the Hon'ble High Court and lastly when the Hon'ble Supreme Court decided the principle involved in the case, it reluctantly reinstated him in service. He is the Vice-President of the sponsoring union, Bihar Colliery Kamgar Union, and the General Manager of Barora Area (Area No. 1) was very much biased and prejudiced against him. Sri Tripathy is a son of a renowned and respected I.N.T.U.C. Leader, Shri Bhagwat Prasad Tripathy. Sri H. N. Tripathy was convicted in a criminal case for assaulting Shri A. K. Roy. Anyway, with an ulterior motive to victimise the concerned workman and for paying the way for R.C.M.S. Union, the management issued a false and frivolous chargesheet against him for incident allegedly took place on 11-5-83 at 11-00 hours in Barora Area office. On that date three persons died due to criminal negligence of the management in constructing the water reservoir and to abusicate the real issue Shri Tripathy falsely entangled some persons in a false criminal case to save his skin. At the instance of Shri Tripathy the management of Area No. III issued a false and frivolous chargesheet against the concerned workman. The concerned workman submitted his reply denying the charge. The management held invalid and irregular enquiry in which the concerned workman was not afforded full opportunity to place his case. The Enquiry Officer was biased and prejudiced against the concerned workman and conducted the enquiry ex parte only to complete empty formality, while some of the workman against whom chargesheets were issued were languishing in prison. The Enquiry Officer did not keep the enquiry in abeyance; he conducted the enquiry ex parte. The concerned workman prayed for being represented by Shri D. Mukherjee, but the management refused to entertain his prayer. He also protested against holding of domestic enquiry in view of the fact that for the same charge a criminal case was pending. He ignored his protest. Although the charge against him was not established in the irregular and invalid departmental enquiry, the Agent of Kharkharee colliery dismissed him from service by letter dated 8-4-87. According to the sponsoring union, the departmental enquiry was not held fairly and properly.

4. In rejoinder to the written statement of the sponsoring union, the management has denied and disputed the fact that the services of the concerned workman were terminated by the erstwhile management. The management has also denied that Sri H. N. Tripathy was very much biased and prejudiced against the concerned workman for his trade union activities. As a matter of fact Shri A. K. Roy who became a candidate for parliament election instituted a false case against H. N. Tripathy and by producing false witness got him convicted by the lower court. The Hon'ble High Court set aside the conviction passed by the lower court. Shri A. K. Roy did not stop at that stage and set his followers to lead a violent mob on the same pretext and to kill H. N. Tripathy, the then General Manager of Barora Area. It has been asserted that the chargesheet was not false and frivolous. The chargesheet was issued on the basis of complaint from H. N. Tripathy, but it was not issued at his instance as alleged by the union. The allegation against the Enquiry Officer and criticism against the

manner of enquiry are incorrect and the enquiry was held ex parte as the concerned workman deliberately avoided the enquiry.

5. In rejoinder to the written statement of the management, the sponsoring union has stated that the management dismissed the concerned workman Ramanand Singh alias Rajnandan Singh from service. Hence the plea raised by the management that there was no workman named Rajnandan Singh working in Govindpur Area at any time is false. The union has denied and disputed each and every allegation of the management impinging on the conduct of the concerned workman and asserted that the chargesheet and corrigendum are illegal and contrary to the provisions of the Standing Orders. It has been alleged that the Enquiry Officer submitted his report against the concerned workman at the instance of the management and that the concerned workman was dismissed from service illegally and arbitrarily by an unauthorised person. Even then the charge against him was not established in the departmental enquiry.

6. At the instance of the management the propriety and fairness of domestic enquiry was considered as preliminary issue. In the course of hearing of the preliminary issue the management examined Shri R. K. P. Srivastava, posted to Kharkharee Colliery as Dy. Personnel Manager since 1987 as MW-1 and laid in evidence the entire proceedings of domestic enquiry including the chargesheet and other documents which were marked Exts. M-1 to M-15[3]. The management also produced the order passed by the Presiding Officer, Central Govt. Industrial Tribunal No. 2, Dhanbad in Reference No. 138 of 1985.

On the other hand, the concerned workman examined himself and placed on record the deposition of H. N. Tripathy (M. W-2) in Central Govt. Industrial Tribunal No. 2, Dhanbad.

7. Admittedly, Ramanand Singh alias Rajnandan Singh was working as General Clerk in Kharkharee Colliery of M/S. B. C. C. Ltd. in 1983. There is no dispute that Kharkharee Colliery falls within the jurisdiction of Govindpur Area (Area No. 111) of M/S. B. C. C. Ltd. and that H. N. Tripathy was the General Manager of Barora Area (Area No. 1) of M/S. B. C. C. L. in 1983.

8. According to the case of the management on 11-5-83 at about 11 am, a mob of about 200 persons armed with deadly weapons committed several acts of violence on the person of H. N. Tripathy, General Manager of Barora, area abused and threatened him with dire consequences within the precincts and premises of his office at Barora and that the said mob committed various acts of mischief and caused damage to valuable properties belonging to Sri H. N. Tripathy and the management. It has been alleged by the management that Ramanand Singh, the concerned workman was a member of that violent mob. Led the violent mob committed various acts of violence and mischief, instigated and incited the mob to commit various acts of violence, mischief and subversive of discipline. As a consequence he was issued with a chargesheet dated 12-5-1983 and corrigendum dated 6-7-83 contain-

ing the details of allegations with necessary particulars relating to the aforesaid incident of 11-5-83 under the signature of the Agent of Kharkhree colliery.

The case of the concerned workman, as disclosed in the written statement of the sponsoring union is that on 11-5-1983 three persons met their end due to criminal negligence of the management in constructing the water reservoir and to obfuscate the real issue, Shri H. N. Tripathy, General Manager of Barora Area falsely entangled the concerned workman and others in false cases in order to save his own skin. Anyway, it appears that a chargesheet dated 21-5-1983 (not 12-5-83 as stated in the written statement of the management) was issued against the concerned workman by the Agent of Kharkhree colliery narrating occurrence allegedly happened on 11-5-83 at about 11.00 hours within the precincts and premises of Barora Area Office and alleging various acts of misconduct by the concerned workman and others. The relevant portion of the chargesheet is gleaned herein below :

"To

Shri Ramanand Singh,
Designation—General Clerk,
Colliery—Kharkhree Colliery.

CHARGES

- (1) That on 11-5-1983 at about 11.00 hours you alongwith other persons led a violent mob of about 200 persons armed with lathies, Bhallas, Bows and arrows and other lethal weapons into the office premises of office of the General Manager, Barora Area and trespassed into the said office with criminal intentions of assaulting|killing managerial personnel|officers.
- (2) That the violent and armed mob as referred to in Charge No. (i) above on the date and time indicated therein led by you and others wanted to murder|kill Sri H. N. Tripathy, General Manager, Barora area and the person in the mob led by you and other persons were shouting slogans and holding out threats such as H. N. Tripathy KO KAT DO. MAR DO. KHOON KA BADLA KHOON SEILENGA, etc. and the mob was determined to indulge in and commit the acts as reflected by the said slogans and threats under your instigation and leadership, besides of some others.
- (3) That at about 11.15 hours on 11-5-83 when Shri H. N. Tripathy, General Manager, Barora Area, reached the Barora Area Office in his Car No. BHR-1374, the mob led by you and others assaulted him with lathis on his head by way of implementation of the threats referred in charge No. (2) above, which resulted in bleeding injuries to Shri H. N. Tripathy. Shri Tripathy had to be admitted in Loyabad Hospital for medical air treatment for the serious injuries received by him by the brutal attack on him.

- (4) That the same time on 11-5-83 and at the same place, i.e. office of the General Manager, Barora Area Office, as referred to in charge No. (3) above, for violent mob led by you and others assaulted Sri K. K. Khadia, Area Manager (Technical), Barora Area, Shri K. L. Bhardwaj, Inspector, C.I.S.F., Shri Ser S. Singh, Havildar, CISF and Bhim Barhi who rushed to the rescue of Shri H. N. Tripathy and to save him from being killed by the irate and violent mob led by you and others, attacked and assaulted them with the result that they also received injuries. Shri K. K. Khadia had to be admitted in Loyabad Hospital of BCCL for medical aid|treatment for the injuries received by him.
- (5) That on 11-5-83 at the time and place as indicated in charge No. (3) above, Shri H. N. Tripathy fell down due to the brutal attack on him by the violent and armed mob led by you and other persons on the stair case, the mob made a further attack on him and tried to pull him down by holding his leg with a view to killing him. On account of the brutal attack on him, Shri H. N. Tripathy became unconscious for some time and during the incident, he lost his chappals and his spectacles were broken.

2. The aforesaid acts are PRI A FACIE acts subversive of discipline and constitute act of misconduct as indicated below and even otherwise considering what is misconduct has to be reasonably construed.

S.O. 17(i)(e)—fighting, riotous and disorderly behaviour at the premises of the office (office of the G. M., Barora Area).

S.O. 17(i)(r)—Threatening, abusing or assaulting any superior or co-worker.

S.O. 17(i)(t)—Preaching of or inciting to violence.

S.O. 17(i)(q)—Attempt to murder|kill, voluntarily causing hurt|grievous hurt, assault, use of criminal force, house trespass after preparation for hurt and assault, abetment of the said offences etc. All these fall within the scope of IPC and are offences thereunder, IPC being one of the other Acts as referred to in this particular clause of the standing orders which says that any breach of the Mines Act, 1952 or any other Act or any Rules, Regulations, bye-laws thereunder or of any standing orders is misconduct." (Ext. M-1).

Although the written statement of the management discloses that a corrigendum dated 6-7-83 was issued, it has not been placed on record. Nevertheless, the fact remains that a corrigendum to the chargesheet was issued as it was admitted in the letter of the concerned workman to the Enquiry Officer dated 19-7-1983 (Ext. M-9).

The pleading of the management discloses that the chargesheet was issued to the concerned workman on the basis of complaint from Sri H. N. Tripathy. But this complaint has not been produced other in the domestic enquiry or before this Tribunal.

The pleading of the management is conspicuously silent as to whether any written explanation to the chargesheet was submitted by concerned workman. The sponsoring union has emphatically stated in para 10 of the written statement that the concerned workman submitted his reply to the chargesheet denying the charges emphatically and that the explanation submitted by the concerned workman was satisfactory. The management has not denied in its rejoinder that the concerned workman submitted his reply to the chargesheet, but has denied that the reply to the chargesheet was satisfactory.

The Enquiry Officer in his report (Ex. M-3) has gleaned some portion of the reply of the concerned workman to the chargesheet which reads as follows :

"The reply of Sri Ramanand Singh alias Sri Rajnandan Singh to the chargesheet is that the chargesheet dated 21-5-1983 was vague and cumbersome and it is difficult for a workman to rely. That the Kharkharee Colliery has got its own Standing Orders and so he could not be chargesheeted under the provisions of Model Standing Orders. He had also stated in his reply that the incident took place allegedly at General Manager Barora Area Office whereas he was working in Gobindpur Area so legally no chargesheet can be issued against him for the alleged offence in Barora Area Office.

He also stated that the clauses of Model Standing Orders as quoted in the chargesheet are wrong and so it was difficult for him to submit his reply. He has stated that only allegation against him was for abetting alongwith others in specified alleged mob and so all the clauses quoted in the Chargesheet are irrelevant and not applicable. He has denied all the charges levelled against him. Finally he has requested for withdrawal of the chargesheet and suspension order. Besides above, he has also stated several other facts which are nothing to do with the chargesheet."

Thus, it is evident that the concerned workman has denied all the charges levelled against him.

9. The concerned workman was dismissed from service consequent upon his being found guilty in domestic enquiry in respect of charges of misconduct under the provisions of Model Standing Orders for Industrial Establishments in Coal Mines. It can not be questioned that the Model Standing Orders is a penal statute in the sense it provides that an proof of misconduct penalty including dismissal from service can be imposed. A statute is regarded as penal for the purpose of construction if it imposes ne. penalty or forfeiture. It is a general rule that penal statutes are

to be construed strictly and not extended beyond their clear meaning. In the context of this well settled guideline and legal position, it ought to be examined as to whether the charges against the concerned workman has been proved to the hilt.

10. The concerned workman, as I have stated before, was working as general clerk in Kharkharee Colliery which falls within the jurisdiction to Govindpur Area (Area No. III) of M/s. B.C.C. Ltd. in 1983. The testimony of MW-1 R. K. P. Srivastava discloses that Kharkharee Colliery had no separate Standing Orders and that it is covered by the Model Standing Orders for Industrial Establishment in Coal Mines. Admittedly, the alleged occurrence happened before the office of the General Manager of Barora Area (Area No. I) and chargesheet was issued by the Agent of Kharkharee Colliery which falls within the jurisdiction of Area No. III for occurrence allegedly happened in Barora Area (Area No. I) of M/s. B.C.C. Ltd. Shri D. Mukherjee, Secretary of the sponsoring union had assailed the jurisdiction of the Agent of Kharkharee Colliery to issue chargesheet against the concerned workman for alleged occurrence happened beyond the jurisdiction of Kharkharee Colliery while arguing the case on preliminary issue. Since the concerned workman was working in Kharkharee Colliery and answerable to the Agent of that Colliery for any misconduct committed by him. I overruled the contention of Shri D. Mukherjee and held that the Agent of Kharkharee Colliery was competent to issue chargesheet against the concerned workman.

It appears from the evidence that the Agent of Kharkharee Colliery dismissed the concerned workman from service by letter dated 8-4-87 with immediate effect (Ex. M-4) after taking approval of the General Manager of his Area. The General Managers of different areas have been vested with full power to take disciplinary action including termination removal from service in respect of any employee working within his area (Ex. M-5). But the question is whether the General Manager of Govindpur Area (Area No. III) is vested with any power to approve of any disciplinary action against any workman working in his Area for commission of alleged misconduct happened beyond his area as in the present case, in Barora Area (Area No. I), specially so when there is no linkage between the alleged act of misconduct and employment of the concerned workman in Kharkharee Colliery. In the context of these facts Shri D. Mukherjee has contended that the General Manager of Govindpur Area (Area No. III) is not vested with or has no power to approve of any disciplinary action against the concerned workman by way of dismissal from service for alleged occurrence happened in Barora Area (Area No. I). Regard being had to the facts and legal position, I am constrained to state that the contention of Shri Mukherjee is not entirely unmerited.

11. Now, I will consider the charges against the concerned workman and the evidence laid by the management to prove the same.

The narration of the charges against the concerned workman disclose that on 11-5-83 at about 11.00 hours the concerned workman alongwith other persons led a violent mob of about 200 persons, armed with

lathies, bhallas, bows and arrows and other lethal weapons into the office premises of the office of the General Manager, Barora Area for various illegal acts including trespass with criminal intention of assaulting/killing managerial personals, shouting slogans and holding out threats. The narration of charges further discloses that the concerned workmen alongwith others led a violent mob which assaulted Sri H. N. Tripathy, General Manager of Barora Area causing him bleeding injury and S|Shri K. K. Khadia, Area Manager (Technical), Barora Area, K. L. Bhardwaj, Inspector, C.I.S.F., Sher Singh, Havildar, C.I.S.F. and Bhim Barthi who rushed to rescue Sri Tripathy and that the violent mob led by him and other persons made a further attack on Sri H. N. Tripathy and tried to pull him down by his leg as a result of which Sri Tripathy became unconscious for some time and lost his chappals and his spectacles were broken. He was charged under clause 17(i) (e) for the misconduct of fighting, riotous and disorderly behaviour at the premises of the office (office of the G. M., Barora Area), under clause 17(i) (r) for misconduct of threatening, abusing or assaulting any superior or co-worker, under 17(i)(c) for misconduct of preaching of or inciting to violence and under 17(i)(q) for attempt to murder/kill, voluntarily causing hurt/grevous hurt, assault, use of criminal force, house trespass after preparation for hurt and assault and assault, abetment of the said offence etc. of all which fall within the I.P.C. and offence thereunder which is one of the said Acts as referred to in the particular Standing Orders.

Thus, upon consideration of the charges levelled against the concerned workman, it is obvious that there is no direct allegation against him for commission of any acts of misconduct as set forth in the chargesheet. The allegation against him is that he led a violent mob of about 200 persons armed with lathies, bhallas, bows and arrows and other lethal weapons. The word 'lead' ordinarily means to guide or direct by persuasion or influence to a course of action. The evidence of witnesses for the management does not at all indicate that the concerned workman by words or by overtacts led the violent mob to commit any acts of mischief or misconduct. Sri H. N. Tripathy, in his statement before the Enquiry Officer, has not stated that the concerned workman led any violent mob or that he (concerned workman) assaulted him in any manner or pulled his leg, although he complained in the F.I.R. (Ext. M-2) that the concerned workman alongwith others assaulted him. It appears that some of the witnesses for the management, such as, S|Shri S. K. Singh, Sales Officer, Barora Area, K. K. Khadia, Area Manager (Technical) and Sher Singh, Head Constable, C.I.S.F. over did themselves when they stated that the concerned workman alone with others assaulted Shri H. N. Tripathy. From the evidence on record, it has not been proved to the hilt that the concerned workman led a violent mob for committing various acts of violence and mischief tantamount to any misconduct.

12. The circumstances under which an agitated mob collected in the premises of Barora Area office must be underlined here. It is the firm case of the sponsoring union that as a result of criminal negligence on the part of the management in constructing the water reservoir three persons died. In his F.I.R. Shri Tripathy

has stated that there was an unfortunate incident in the morning of 11-5-83 at about 7 O'Clock at Barora Colliery where the water reservoir tank on the ground near the Barora colliery quarters burst causing injury to 4 to 5 persons who were removed to the hospital for treatment. In his statement before the Enquiry Officer, Shri Tripathy has also stated that on 11-5-83 at 6.45 a.m. the Manager, Barora Colliery came to his residence and stated that there was an accident due to bursting of small water tank in Barora residential colony as a result of which one had died and several others were injured. Thus, the fact is established that on 11-5-83 a water tank in Barora colliery had burst causing death of atleast one person and injury to several others. In the circumstances, group of people was agitated and they might have come to Barora Area office in a sullen mood but that does not indicate that the concerned workman either led this agitated people or instigated them to commit various acts of violence and mischief including assault on Sri Tripathy and others.

13. Now, I will consider the charges levelled against the concerned workman count by count with reference to the specific provisions of Model Standing Orders for Industrial Establishments in Coal Mines.

Clause 17(i) (e) of the Model Standing Orders envisages that fighting or riotous, or indecent behaviour while on duty at the place of work is a misconduct. The concerned was, admittedly, an employee of Kharkhree colliery. There is no evidence on record to indicate that he was on duty at the relevant time. That being so, the Agent of Kharkhree colliery was not competent to arraign the concerned workman on a charge on this count for occurrence happened outside the jurisdiction of this colliery.

Clause 17(i) (r) of the Model Standing Orders envisages that threatening, abusing or assaulting any superior or co-worker is a misconduct. The evidence on record does not indicate that the concerned workman had abused or assaulted any superior or co-worker.

Clause 17(i) (t) of the Model Standing Orders envisages that preaching of or inciting to violence is a misconduct. Here also there is no evidence that the concerned workman preached or incited, the mob to commit violence.

Clause 19(i) (q) of the Model Standing Orders envisages that any breach of Mines Act, 1952, or any other Act or any rules, regulations, or by-laws thereunder, or of any standing orders, is a misconduct. The management has comprehended under this clause attempt to murder/kill, voluntarily causing hurt, assault, use of criminal force, house trespass after preparation for hurt and assault abetment of the said offence under I.P.C. as misconduct. There is no evidence that the concerned workman is guilty of any such acts. In my view, the management was not within its right to arraign the concerned workman for commission of offence comprehended under I.P.C. as misconduct for the simple reason that it is not the custodian of general law. Besides, the management has failed to establish the causal connection to provide linkage between the al-

leged act of misconduct of the concerned workman and his employment. Such linkage must be real and substantial, immediate and proximate and not remote and tenuous (1983 Lab. I.C. 1909-Glaxo Laboratories (I) Ltd. Vs. Presiding Officer, Labour Court, Meerut and others).

14. Upon consideration of evidence on record, I come to the inescapable conclusion that the management has failed to prove the charges levelled against the concerned workman, consequently the order of dismissal clamped on the concerned workman on the basis of the report of the Enquiry Officer whereby he was found guilty must be set aside and he should be reinstated in service with full back wages.

15. Before proceeding to render finality to the operative portion of the award, I would like to deal with a peripheral issue. The sponsoring union has stated in its pleading that Sri. H. N. Tripathy was convicted by Criminal Court for assaulting Shri A. K. Roy, President of Bihar Colliery Kamgar Union. In answer to this pleading the management in its rejoinder has stated that Shri A. K. Roy, who became a candidate for parliament election instituted a false case against Sri. H. N. Tripathy and by producing false witnesses got him convicted by the lower court. The Hon'ble High Court set aside the conviction passed by the lower court. Shri A. K. Roy did not stop at that stage and set his followers to lead a violent mob on the some pretext and to kill Shri Tripathy, the then General Manager of Barora Area. There is not a whit of evidence to indicate that Shri A. K. Roy produced false witnesses in the lower Court and that the lower Court, as a captive Court, passed order of conviction on Shri A. K. Roy. Then again, there is no evidence on record that Shri A. K. Roy set his followers including the concerned workman to lead a violent mob on some pretext and to kill Sri. H. N. Tripathy. Such scandalous outraging by the management in the pleading is not only deplorable but also reprehensible. This highlights the fact that decency and refinement is not the forte of all public sector undertakings like M/s. B.C.C. Ltd. It to say the least, smacks of puerile psychosis and insular culture.

14. The following award is rendered:—

the action of the management of Govindpur Area No. III of M/s Bharat Coking Coal Limited, Post Sonardih, Dist. Dhanbad in dismissing Shri Ramanand Singh alias Rajnandan Singh is not justified. The order of dismissal of the concerned workman from service is hereby set aside and the management is directed to re-instate him in service with full back wages with continuity of service and other benefits with effect from the date of his dismissal from service i.e. 8-4-1987. The concerned workman is directed to report for duty within one month from the date of publication of the award.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer
[No. L-20012/5/88. D.VI(A) | IR(C.I)]

का.प्रा. :- अधिकारिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के प्रत्यरूप में, बैन्ड्राय सरकार, मे. बी.सी.सी. एल. का द्वारा शोलियरी के प्रबन्धन त्रैयों और उनके कर्मकारों के बाल, मनुवंश में निर्दिष्ट अधिकारिक विवाद में केन्द्राय सरकार अधिकारिक प्रधानमंत्री (मे. 2), धनबाद के प्रवक्ता को प्रकाशित करती है, जो केवल सरकार को 30-12-91 को प्राप्त हुआ था।

New Delhi, the 10th January, 1992

S.O. —In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation the management of Barora Colliery of M/s. B.C.C.L. and their workmen which was received by the Central Government on the 30-12-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Ram, Presiding Officer.

REFERENCE NO. 116 OF 1987

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Barora Colliery of Messrs. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the Workmen.—Shri S. Bose, Secretary, R.C.M.S. Dhanbad.

On behalf of the employers.—Shri R.S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 20th December, 1991

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(268)/86-III(A), dated, the 3rd April, 1987.

THE SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh that the management of Barora Colliery of M/s. Bharat Coking Coal Limited should reinstate their workman, Shri Baban Yadav, Line Mistry, who was dismissed from service in November, 1984 with payment of full back wages and other benefits, including subsistence allow-

ance for the period of his suspension, is justified ? If so, to what relief is this workman entitled ?"

2. The occurrence alleged to have taken place on 11-5-83 at about 11.15 A.M. when the concerned workman led a mob consisting of about 200 persons variously armed with deadly weapons like lathi, bhala, bow and arrows to the office premises of the General Manager, Barora Area with intention to kill Shri H.N. Tripathy, General Manager of the Area. At that very point of time the members of the mob assaulted Shri Tripathy with lathi as a result whereof he sustained bleeding injury and he had to be admitted in Loyabad Hospital. As alleged other officers of the colliery were also assaulted when they were trying to rescue Shri Tripathy. The aforesaid act prima facie constituted an act of misconduct and as a result whereof a chargesheet dated 12-5-83 (Ex. M-1/2) was issued against the concerned workman calling upon him as to why he should not be suitably punished.

3. Shri Baban Yadav the concerned workman submitted reply to the chargesheet wherein he simply denied his presence at the time of alleged occurrence. He stated that he was not present on the said date and time and so the question of his involvement did not arise. He point blank refused to have led any mob armed with deadly weapons. He also denied other allegations including the assault on the person of Shri Tripathy and other officers of the Area. The explanation submitted by him is Ext.M-1/2.

4. The explanation submitted by the concerned workman was considered by the management and it was found quite unsatisfactory and ultimately there was an order for domestic enquiry into the matter. The domestic enquiry was also held and the report submitted. On the basis of that report Ext.M-5 the concerned workman was dismissed from service with effect from 14-11-83. The order of dismissal is Ext.M-3. Ext.M-4 is the order of the Acting General Manager, Barora Area appointing Shri J.K. Shukla, Asstt. Manager, as Enquiry Officer in the matter. Shri J.K. Shukla, Asstt. Manager, Koyal Bhawan, Dhanbad was appointed as Enquiry Officer in the matter.

5. In this case the propriety and fairness of domestic enquiry was taken up as preliminary issue by this Tribunal and it was held that the Enquiry was not fair and proper and not in accordance with the principles of natural justice. In this way the preliminary issue was held against the management and the management was given an opportunity to adduce evidence afresh before the Tribunal.

6. The concerned workman also filed a separate W.S. denying all the allegation levelled against him. Admittedly, the concerned workman was engaged at Barora colliery in the capacity of Line Mistry. It was stated that the office of the General Manager situates at Barora Area which is quite at a long distance from Barora colliery where the concerned workman was engaged in his duty and so the question of his presence near the office of the G.M. does not arise. Again in the W.S. the same plea has been taken that

he was not present at the place of occurrence nor he committed any such offence and he was falsely implicated in the case.

7. The management also filed W.S. justifying the action taken by the management against the concerned workman. The management reiterated its stand taken in the chargesheet and further stated that the concerned workman along with others committed serious act of misconduct such as fighting, riotous and disorderly behaviour at the premises of the office of the General Manager and they had committed assault on the person of Shri Tripathy and others. Accordingly it has been prayed that the workman has got no merit in the case and the reference be answered in favour of the management.

8. It be noted here that the domestic enquiry was held against three workmen including the concerned workmen jointly and the enquiry report was submitted which forms part of Ref. No. 138/85. In that reference two workmen namely Shri Baiju Mahato, Pump Operator and Shri Mundrika Bhuiya trammer were involved and the evidence was led from both the sides. In the present reference no evidence afresh has been led from either side and it has been requested rather conceded from both the sides that the evidence available in Ref. No. 138/85 will be the evidence in the present reference. Accordingly it was prayed that the enquiry report and all other materials inclusive of the oral evidence of Ref. 138 of 1985 be used in the present reference.

9. From the evidence of the witnesses from both the sides it is gathered that there was an occurrence immediately, before the present incident when a water tank burst which was constructed by the management for supply of water to the colliery workers. It was stated rather alleged on behalf of the workmen that sub-standard materials were used in the construction of the Water tank under the active patronage of the Area management and the incident took place due to criminal negligence of the management. The workers in general were very much agitated and they had protested against calousness and mis-management of the management. There is different type of statement regarding the number of casualty. According to the management one person died on account of bursting of tank but according to the workman 4 persons had died. I find that on that score there is contradictory statement even in the evidence of the witness of the workmen. Be that as it may that is not the point to be considered at this stage. But from the evidence it is rather fully established that the occurrence took place on account of bursting of water tank.

10. Now the important point for consideration is whether the concerned workman had taken part in the occurrence or not. According to him as alleged in the W.S. as well as reply to the chargesheet he was not present at the spot and so he did not take any such part. FIR is the first document which came into existence immediately after occurrence. In the body

of the FIR the name of the concerned workman along with others has been specifically mentioned as the person who committed assault on the person of Shri Tripathy. Few lines of the FIR may be quoted as follows :—

"Several persons out of the mob assaulted me with lathi on my head which resulted bleeding injury. Shri K.K. Khadia, Shri K.L. Bhardwaj, Shri Sher Singh rushed to save me from being killed from the irate mob who also got injuries on their person. Those who could be spotted assaulting me were Shri Ram Prabesh Singh, Shri R.N. Singh, B.C. Mandal along with Shri Baban Yadav, Mundrika Bhuiya and Shri Baiju Mahato and several others."

At this very stage I may refer to the chargesheet which does not specifically state in so many words that the concerned workman committed assault on the person of Shri Tripathy and others. There is charge that the concerned workman along with others was leading a mob of 200 persons and the mob caused bleeding injury to Shri Tripathy and others. Anyway we find that in the FIR the name of Shri Baban Yadav was specifically mentioned. Besides this there is evidence on behalf of the management and there also the concerned workman has been specifically named. First of all I may refer to the evidence of Shri H. N. Tripathy, MW-2 who has stated that he was hit by lathi blow on his head by Shri Baban Yadav. He received bleeding injuries in his head. He also stated that he was wearing shirt at the time of alleged occurrence and blood had fallen on his shirt. The Shirt has been marked material Ext.-1. At this stage the learned counsel for the workmen submitted that the shirt is in very tattered condition which is never expected to have been used by the officer of the rank of the General Manager. It was also pointed out that the shirt is not blood stained nor the alleged blood stains were sent for chemical examination to ascertain whether it was human blood or the blood of some animal. I have looked to the material exhibit which is definitely in tattered condition. Its collar has been torn out. I find no stains of the blood in it. However, I would like to mention here that by long lapse of time blood stain might have disappeared. Apart from that I will go by the deposition. The blood stained shirt has been marked as material Ext.-1 and there is no endorsement to the effect that the shirt was not blood stained. Be that as it may I would also like to mention that this shirt was never ceased by the Police nor it was produced from the custody of the Police at the time when it was marked exhibit. In the circumstances the Court is not going to consider all these things. However, I find that the concerned workman has been named in the FIR. He has also been named by the General Manager. I may also refer to the evidence of MW-3 Shri D.K. Singh who had identified a number of persons including the concerned workman who were taking leading part in the mob. So according to this witness also the presence of Shri Baban Yadav as the member of the mob has been affirmed, now coming to MW-4 I find that he was also one of the injured. Shri K.K. Khadia (MW-4) has stated that several persons including the concerned workmen started hitting the

G.M. the sticks and he along with the Security Personnel rushed to the G.M. and gave him protection by covering his body with their own body. In this way we find that the concerned workman has been named by other witnesses also.

11. The learned counsel for the workmen during the course of argument submitted that the mob consisted of about 200 persons as alleged by the management and their witness and in such mob the witnesses are not expected to locate distinctly the assailants. In this respect I would like to mention that Shri H.N. Tripathy was assaulted and so he must be in a position to know and identify the assailant. MW-3 Shri D.K. Singh had seen the occurrence from the distance of fifteen yards. This means he saw occurrence from the very close range and must be in a position to identify the assailant. Shri K.K. Khadia MW-4 is the officer who had come in rescue of Shri H.N. Tripathy. This means he was on the actual spot and therefore he must be in a position to locate assailant.

12. The learned counsel while drawing my attention towards the FIR W-14 has stated that Shri H. N. Tripathy complainant acted like a judge in his own case which was illegal and violative of the principles of natural justice. It was urged that the G. M. in the very body of the FIR wrote separate note directing the Agent, Barora colliery to issue chargesheet with suspension order. The reliance was also placed upon the authority reported in 1984—LIC Supreme Court page 915. That was a case in which the appellant was Senior Clerk in the office of Chief Commercial Superintendent Northern Railway Varanasi. He was dismissed by the Chief Commercial Superintendent on the charge of misconduct in relation to himself and after considering by himself the explanation given by the employee against the charge and after thinking that the employee was not fit to be retained in service. Their Lordships were pleased to hold that the order of dismissal was illegal on the ground that the order was passed by the Superintendent after considering the explanation himself which violated the principles of natural justice. It was further observed that it was not open to the Superintendent to sit in the judgement over the explanation offered by the employee and decide that the explanation was untrue. No person could be judged in his own case and no witness could clarify that his own testimony was true.

13. In the instant case we find that the G. M. Shri Tripathy had of course directed the Agent, Barora Area for issuance of chargesheet against the concerned workman with suspension order. The explanation was submitted by the concerned workman but it was not examined by Shri Tripathy. Ext. M-3 shows that the explanation was examined by the then G. M. Barora Area who having found the explanation no satisfactory ordered for detailed enquiry vide his letter No. BCCL/GM-1/PA/43083 dated 11-3-6-83. This letter is an office order Ext. M-4 passed by the Acting G. M. Barora area. The enquiry report Ext. M-5 was not examined by Shri Tripathy rather it was examined by the Dy. C.M.E. Muraidih colliery and the order of the dismissal

was also passed by the same authority (Ext. M-3). In this way I find that Shri Tripathy was not at all a judge in his own case. He had simply directed for issuance of chargesheet with the order of suspension. Since there was an occurrence the follow-up action was to issue chargesheet which could have been necessarily done by the Agent, and so any such direction had no sense. Certainly such endorsement on the body of the AIR was unwarranted and without jurisdiction. He should have, if at all necessary issued such direction on separate piece of paper and not on the FIR which is considered to be the most important document in the Criminal trial.

14. The charge recites that the violent mob wanted to do away with the life of Shri Tripathy. At this stage I may refer to the injury report. Admittedly, as disclosed from the injury report Shri Tripathy did not sustain any bleeding injury. The injury report of Shri Tripathy is Ext. M-6/13. He had sustained one swelling and abrasion over the parietal area although the nature of injuries have not been noted but the dimension as noted in the injury report will simply reveal that they were simple in nature. The doctor did not find any bleeding injury as alleged by the management. Similar is the case with the injury report of Shri K. K. Khadia Ext. M-6/12. He had also sustained one bruise and one swelling which was definitely simple in nature. In this way both the injured has sustained injuries which were very simple and superficial in nature. As revealed from the evidence of the witnesses and the chargesheet the members of the mob were armed with bhalla, bow and arrows also but none of those weapons were ever used by any member of the mob. Without any prejudice to the criminal trial I would like to mention that if the members of the mob had ever intended to kill Shri Tripathy then some of them were expected to have hurled at least bhalla blow but I find that no bhalla blow was given nor any attempt was made to cause injury by bhalla. I find that there was no intervening circumstances which could have prevented the assailant from causing injuries by bhalla. In the result, I am to hold that they had never intended to kill Sri Tripathy as alleged in the chargesheet. However, it is well proved that Shri Tripathy and Shri Khadia both had sustained injuries on their person and this is supported by documentary as well as oral evidence.

15. Lastly it was contended that the order of dismissal was not passed by the competent authority. I find that the order of dismissal was passed by the Dy. C. M. E., Muraidih colliery whereas the concerned workman is an employee of Barora colliery. In this connection I may refer to para-33 of the W. S. filed by the management wherein it has been submitted that Barora colliery was merged as a section of Muraidih colliery and Dy. C.M.E. [Agent Muraidih colliery was quite competent to issue the dismissal order as he was the Agent of Barora mines as well as Muraidih colliery.

16. I have considered all the important aspects of the matter and on the basis of discussion made above I am to hold that the concerned workman namely Shri Baban Yadav had led the mob and also caused injury to the person of Shri H. N. Tripathy, General Manager. But one think cannot be ignored at this state since there was some casualty on account of bursting of water tank and it was natural for the workmen to go for agitation against the management and in such situation the mob is mostly guided by their own emotions and sentiments. Keeping these facts in view I feel that the punishment of dismissal will be harsh punishment and for causing simple hurt even to the higher official one should not be dismissed rather some alternative punishment like stoppage of increment, which is also one of the major penalty should be inflicted. I also find that there is no previous history of any such act on the part of the concerned workman. In the circumstances, the order of dismissal is reduced to the reinstatement of the concerned workman without any payment of back wages and with permanent stoppage of one increment. However, the concerned workman will get continuity of his service. The management is therefore directed to reinstate the concerned workman in his service within one month from the date of publication of the Award. The concerned workman will not be paid anything as back wages and further his one increment will be stopped permanently.

This is my Award.

B. RAM, Presiding Officer
[No. L-120012/268/86-D.II(A)]

K. J. DYVA PRASAD, Desk Officer

